PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 08/04/2025

PROPERTY INFORMATION

Folio	03-4108-006-2610
Property Address	396 ALHAMBRA CIR CORAL GABLES, FL 33134-5045
Owner	396 ALHAMBRA LLC
Mailing Address	396 ALHAMBRA CIRCLE 204 CORAL GABLES, FL 33134
Primary Zone	5003 MIXED-USE
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths /Half	0 / 0 / 0
Floors	15
Living Units	0
Actual Area	284,904 Sq.Ft
Living Area	284,904 Sq.Ft
Adjusted Area	278,756 Sq.Ft
Lot Size	54,047 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2025	2024	2023
Land Value	$16,214,100	$12,322,716	$13,511,750
Building Value	$41,785,900	$42,017,284	$39,500,000
Extra Feature Value	$0	$0	$0
Market Value	$58,000,000	$54,340,000	$53,011,750
Assessed Value	$58,000,000	$54,340,000	$53,011,750

BENEFITS INFORMATION

Benefit	Type	2025	2024	2023

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

SHORT LEGAL DESCRIPTION

CORAL GABLES SEC K PB 8-33
LOTS 1 THRU 10 INCL LESS E0.10FT
OF LOT 10 & LOTS 39 THRU 48 INCL
LESS E7.38FT OF LOT 39 & PORT OF
20FT ALLEY LYG W OF W/L OF

TAXABLE VALUE INFORMATION

Year	2025	2024	2023
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$58,000,000	$54,340,000	$53,011,750
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$58,000,000	$54,340,000	$53,011,750
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$58,000,000	$54,340,000	$53,011,750
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$58,000,000	$54,340,000	$53,011,750

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2005	$25,100,000	23794-1355	Deeds that include more than one parcel
09/01/2004	$0	22646-4855	Sales which are disqualified as a result of examination of the deed
01/01/1989	$10,000,000	13977-1206	Deeds that include more than one parcel

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

City's Exhibit #1

1) 396 Alhambra Ave

Owner (Property Appraiser address)	**Owner (all Sunbiz addresses)**
396 ALHAMBRA LLC 396 ALHAMBRA CIR, STE 204 CORAL GABLES, FL 33134-5086	396 ALHAMBRA LLC C/O JOSE A. PEREZ HELGUERA REGISTERED AGENT 2811 PONCE DE LEON BLVD, STE 310 CORAL GABLES, FL 33134-6916
Cross-collateralization mortgagor (mortgage address) AGAVE ACQUISITIONS LLC c/o AGAVE HOLDINGS, LLC 2601 S. BAYSHORE DR, STE 1215 MIAMI, FL 33133-5429	**Cross-collateralization mortgagor (all Sunbiz addresses)** AGAVE ACQUISITIONS LLC C/O JOSE A. PEREZ REGISTERED AGENT 2811 PONCE DE LEON BLVD, STE 310 CORAL GABLES, FL 33134-6916
Assignee of 1st mortgage (mortgage and FDIC BankFind address) MORGAN STANLEY PRIVATE BANK, N.A. C/O MORGAN STANLEY SMITH BARNEY LLC 2000 WESTCHESTER AVE, FL 2NE PURCHASE, NY 10577-2539 ATTN: TAILORED LENDING	**Cross-collateralization mortgagor (mortgage address)** CITIBANK, N.A. 153 E. 53 ST NEW YORK, NY 10022-4611
Cross-collateralization mortgagor (FDIC BankFind address) CITIBANK, N.A. 5800 S CORPORATE PL SIOUX FALLS, SD 57108-5027	

City's Exhibit #2

CODE CASES (1) INSPECTIONS (309) PERMITS (108) PLANS (1)

Permit Nu...	Permit Type	Permit Work Class	Permit Stat...	Applicatio...	Expiratio...	Final D...	Description	Main Address	Unit ...
BLDB-22-05-0701	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Cancelled	05/12/2022		08/22/2022	****CANCELLED****Renovation of Warmer Media office space on 4th floor	396 ALHAMBRA CIR	
BLDB-22-10-1160	FBC Building (Commercial)	Addition/ Exterior Renovations	Cancelled	10/27/2022		11/04/2022	CANCELLED - WRONG WORK CLASS SELECTED ****Interior Remodel (Unit:202)	396 ALHAMBRA CIR	
BLDB-22-11-1182	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	11/04/2022	08/07/2024	02/09/2024	Suite # 202 Interior Remodel	396 ALHAMBRA CIR	202
BLDB-23-10-2076	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	10/17/2023	11/26/2024	05/30/2024	Business Name: Day Pitney Office Remodel 14th floor	396 ALHAMBRA CIR	14TH FLOOR
BLDB-23-11-2168	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	11/16/2023	10/29/2024	05/02/2024	10THFL CORRIDOR. INTERIOR ALTERATIONS TO 10TH FLOOR CORRIDOR "MONDELEZ"	396 ALHAMBRA CIR	10TH FLOOR
BLDB-23-12-2227	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	12/18/2023	02/17/2025	08/19/2024	INTERIOR MODIFICATIONS OF EXISTING SPACE #1200 ,Interior Modification of existing office space. 369 Alhambra Cir, Suite 1200	396 ALHAMBRA CIR	
BLDB-24-03-2413	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	03/21/2024	02/24/2025	08/26/2024	The renovation scope of work entails the interior construction of a new millwork unit that will need power and water line, the outfitted of an IT room and refinish of a small part of the flooring. No structural scope of work shall be part of this permit. Minor MEP work. All low voltage, audio visual and security scopes of work shall be separately permitted by others under the master building permit.	396 ALHAMBRA CIR	
BLDB-24-04-2443	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	04/03/2024	04/15/2025	10/17/2024	396 Alhambra Circle, 6th floor - Interior modifications of existing office space (FIFA Offices)	396 ALHAMBRA CIR	
BLDB-24-06-2589	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Cancelled	06/03/2024		11/20/2024	396 Alhambra 5th floor - Interior renovation of existing office	396 ALHAMBRA CIR	500
BLDB-24-12-3103	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Denied	12/13/2024			***WRONG PERMIT TYPE ***TENANT BUILD-OUT -BANCO PICHINCHA- PP-PACIFICA ENGINEERING SERVICES LLC.FOR (PLAN REVIEW & INSPECTIONS)	396 ALHAMBRA CIR	
BLDB-25-01-3185	FBC Building (Commercial)	Other	Issued	01/31/2025	09/14/2025		The general scope of work includes the core drill locations within a 2HR BDA enclosure located between the ground floor and the 18th floor of an existing high-rise building. Floor cores and shaft walls are for the low voltage cabling.	396 ALHAMBRA CIR	
CHON-24-08-0573	Change of Contractor	Electrical	Finaled	08/07/2024		08/26/2024	396 Alhambra Circle Suite 14th Floor.	396 ALHAMBRA 14th Floor CIR	
CHON-24-08-0574	Change of Contractor	Electrical	Cancelled	08/07/2024		08/08/2024	CANCELLED- SEE CHON-24-08-0573 ****396 Alhambra Circle Suite 14th Floor.	396 ALHAMBRA CIR	
CHON-25-05-0753	Change of Contractor	Electrical	Finaled	05/28/2025		06/25/2025	396 Alhambra Circle Suite 14th Floor.	396 ALHAMBRA CIR	
ELEC-22-01-0168	Electrical Commercial	Low Voltage	Cancelled	01/21/2022		01/25/2023	CANCELLED ---APPROVED UNDER EL-22-02-7352 **** STE 250 Supply and install new smoke detector, relocate notification and initiation devices BL-21-06-8299	396 ALHAMBRA CIR	
ELEC-22-06-0516	Electrical Commercial	Low Voltage	Expired	06/07/2022	01/24/2024		BDA SYSTEM	396 ALHAMBRA CIR	
ELEC-22-06-0557	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Cancelled	06/22/2022		12/19/2022	Renovation of Warmer Media office space on 4th floor	396 ALHAMBRA CIR	
ELEC-22-07-0620	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	07/14/2022	02/13/2023	08/17/2022	RELOCATE ONE RECP AND ADD ONE 20 AMP TV OULET SUITE 600	396 ALHAMBRA CIR	600
ELEC-23-03-1132	Electrical Commercial	Signs	Finaled	03/01/2023	03/25/2024	09/26/2023	NON ILLUMINATED - wall sign, north elevation. Copy: Seacoast Bank / logo	396 ALHAMBRA CIR	
ELEC-23-05-1338	Electrical Commercial	Other	Finaled	05/10/2023	07/16/2024	01/18/2024	Suite # 202 Interior Remodeling	396 ALHAMBRA CIR	
ELEC-23-06-1455	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	06/20/2023	04/28/2025	10/28/2024	396 Alhambra Circle Suite 14th Floor.	396 ALHAMBRA CIR	
ELEC-23-12-1996	Electrical Commercial	Signs	Finaled	12/07/2023	03/31/2025	10/02/2024	Install (2) sets illuminated channel letters "FIFA" on north & west elevations	396 ALHAMBRA CIR	
ELEC-23-12-2002	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	12/11/2023	06/17/2024	12/20/2023	LV Permit for FIRE-23-11-0750 396 Alhambra unit 202	396 ALHAMBRA CIR	202

City's Exhibit #3

0341080062610

- Summary
- Details
- Addresses (1)
- Additional Info
- Linked Records
- Holds
- Parcel Contacts
- Files
- Conditions
- Assessor Info
- Other Info
- Internal Notes
- History

CODE CASES (1) | INSPECTIONS (309) | PERMITS (108) | PLANS (1)

Permit Nu…	Permit Type	Permit Work Class	Permit Stat…	Applicatio…	Expiratio…	Final D…	Description	Main Address	Unit …
ELEC-23-12-2002	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	12/11/2023	06/17/2024	12/20/2023	LV Permit for FIRE-23-11-0750 396 Alhambra unit 202	396 ALHAMBRA CIR	202
ELEC-24-01-2114	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	01/25/2024	09/25/2024	03/29/2024	Business Name: Day Pitney Office Remodel 14th floor Relocate switches and adding lights	396 ALHAMBRA CIR	14TH FLOOR
ELEC-24-02-2170	Electrical Commercial	Low Voltage	Cancelled	02/14/2024	08/26/2024	05/13/2024	Relocate existing low voltage wiring in suite 210	396 ALHAMBRA CIR	
ELEC-24-02-2205	Electrical Commercial	Other	Finaled	02/27/2024	10/14/2024	04/15/2024	10th FL OFFICE RENOVATION	396 ALHAMBRA CIR	
ELEC-24-04-2318	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	04/02/2024	10/07/2024	04/09/2024	fire alarm sub permit under master BLDB-23-11-2168	396 ALHAMBRA CIR	
ELEC-24-04-2353	Electrical Commercial	Low Voltage	Finaled	04/10/2024	03/05/2025	09/06/2024	Relocate existing low voltage wiring in suite 1050	396 ALHAMBRA CIR	
ELEC-24-04-2378	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	04/19/2024	12/30/2024	07/03/2024	INTERIOR MODIFICATIONS OF EXISTING SPACE #1200 As per Master Permit BLDB-23-12-2227	396 ALHAMBRA CIR	
ELEC-24-04-2392	Electrical Commercial	Low Voltage	Finaled	04/25/2024	01/01/2025	07/05/2024	INTERIOR MODIFICATIONS OF EXISTING SPACE #1200 369 Alhambra Cir, Suite 1200 DATA CABLING	396 ALHAMBRA CIR	
ELEC-24-05-2466	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	05/17/2024	12/09/2024	06/10/2024	Master permit #BLDB-23-12-2227. Suite 1200 // FIRE-24-05-1012 // installation of access control.	396 ALHAMBRA CIR	
ELEC-24-05-2476	Electrical Commercial	Signs	Issued	05/22/2024	10/27/2025		DIAGEO SIGN REMOVAL under permit BL14083014 & repaint the area after the sign is removed	396 ALHAMBRA CIR	750
ELEC-24-06-2550	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	06/15/2024	12/23/2024	06/24/2024	INTERIOR MODIFICATIONS OF EXISTING SPACE #1200 Fire Alarm Submittal Interior Modification of existing office space. 369 Alhambra Cir, Suite 1200	396 ALHAMBRA CIR	1200
ELEC-24-06-2592	Electrical Commercial	Other	Cancelled	06/28/2024		06/28/2024	CANCELLED - Created incorrectly - Need to apply for the sub-permit under sub-records in the master permit - The renovation scope of work entails the interior construction of a new millwork unit that will need power and water line, the outfitted of an IT room and refinish of a small part of the flooring. No structural scope of work shall be part of this permit. Minor MEP work. All low voltage, audio visual and security scopes of work shall be separately permitted by others under the master building permit	396 ALHAMBRA CIR	
ELEC-24-07-2601	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	07/01/2024	02/25/2025	08/29/2024	396 Alhambra Circle, 6th floor - Interior modifications of existing office space (FIFA Offices)	396 ALHAMBRA CIR	
ELEC-24-07-2647	Electrical Commercial	Signs	Cancelled	07/16/2024		07/18/2024	*** CANCELLED - INCORRECT LOG IN, THIS IS A REVISION TO THE MASTER PERMIT ELEC-23-12-1996 *** USE THE PERMIT REVISION LINK UNDER THE MASTER PERMIT'S SUBRECORD ***	396 ALHAMBRA CIR	
ELEC-24-07-2652	Electrical Commercial	Low Voltage	Finaled	07/17/2024	02/12/2025	08/16/2024	396 Alhambra Circle, 6th floor - Interior modifications of existing office space (FIFA Offices)	396 ALHAMBRA CIR	
ELEC-24-07-2653	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	07/17/2024	02/11/2025	08/15/2024	The renovation scope of work entails the interior construction of a new millwork unit that will need power and water line, the outfitted of an IT room and refinish of a small part of the flooring. No structural scope of work shall be part of this permit. Minor MEP work. All low voltage, audio visual and security scopes of work shall be separately permitted by others under the master building permit.	396 ALHAMBRA CIR	
ELEC-24-08-2706	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	08/06/2024	02/05/2025	08/09/2024	Fire alarm sub permit for 396 Alhambra 6th floor	396 ALHAMBRA CIR	
ELEC-24-08-2718	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	08/08/2024	02/10/2025	08/12/2024	Electrical sub permit to FIRE-24-08-1140	396 ALHAMBRA CIR	
ELEC-23-06-1455	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	06/20/2023	04/28/2025	10/28/2024	396 Alhambra Circle Suite 14th Floor.	396 ALHAMBRA CIR	
ELEC-23-12-1996	Electrical Commercial	Signs	Finaled	12/07/2023	03/31/2025	10/02/2024	Install (2) sets illuminated channel letters "FIFA" on north & west elevations	396 ALHAMBRA CIR	

0341080062610

- Summary
- Details
- Addresses (1)
- Additional Info
- Linked Records
- Holds
- Parcel Contacts
- Files
- Conditions
- Assessor Info
- Other Info
- Internal Notes
- History

CODE CASES (1) | INSPECTIONS (309) | PERMITS (108) | PLANS (1)

Permit Nu…	Permit Type	Permit Work Class	Permit Stat…	Applicatio…	Expiratio…	Final D…	Description	Main Address	Unit …
ELEC-23-12-1996	Electrical Commercial	Signs	Finaled	12/07/2023	03/31/2025	10/02/2024	Install (2) sets illuminated channel letters "F IFA" on north & west elevations	396 ALHAMBRA CIR	
ELEC-23-12-2002	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	12/11/2023	06/17/2024	12/20/2023	LV Permit for FIRE-23-11-0750 396 Alhambr a unit 202	396 ALHAMBRA CIR	202
ELEC-24-01-2114	Electrical Commercial	Interior Build-Out/ Interior Alter ation/Remodel	Finaled	01/25/2024	09/25/2024	03/29/2024	Business Name: Day Pitney Office Remodel 14th floor Relocate switches and adding lig hts	396 ALHAMBRA CIR	14TH FLOOR
ELEC-24-02-2170	Electrical Commercial	Low Voltage	Cancelled	02/14/2024	08/26/2024	05/13/2024	Relocate existing low voltage wiring in suite 210	396 ALHAMBRA CIR	
ELEC-24-02-2205	Electrical Commercial	Other	Finaled	02/27/2024	10/14/2024	04/15/2024	10th FL OFFICE RENOVATION	396 ALHAMBRA CIR	
ELEC-24-04-2318	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	04/02/2024	10/07/2024	04/09/2024	fire alarm sub permit under master BLDB-23 -11-2168	396 ALHAMBRA CIR	
ELEC-24-04-2353	Electrical Commercial	Low Voltage	Finaled	04/10/2024	03/05/2025	09/06/2024	Relocate existing low voltage wiring in suite 1050	396 ALHAMBRA CIR	
ELEC-24-04-2378	Electrical Commercial	Interior Build-Out/ Interior Alter ation/Remodel	Finaled	04/19/2024	12/30/2024	07/03/2024	INTERIOR MODIFICATIONS OF EXISTING SP ACE #1200 As per Master Permit BLDB-23- 12-2227	396 ALHAMBRA CIR	
ELEC-24-04-2392	Electrical Commercial	Low Voltage	Finaled	04/25/2024	01/01/2025	07/05/2024	INTERIOR MODIFICATIONS OF EXISTING SP ACE #1200 369 Alhambra Cir, Suite 1200 D ATA CABLING	396 ALHAMBRA CIR	
ELEC-24-05-2466	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	05/17/2024	12/09/2024	06/10/2024	Master permit #BLDB-23-12-2227. Suite 12 00 // FIRE-24-05-1012 // installation of acce ss control.	396 ALHAMBRA CIR	
ELEC-24-05-2476	Electrical Commercial	Signs	Issued	05/22/2024	10/27/2025		DIAGEO SIGN REMOVAL under permit BL14 083014 & repaint the area after the sign is r emoved	396 ALHAMBRA CIR	750
ELEC-24-06-2550	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	06/15/2024	12/23/2024	06/24/2024	INTERIOR MODIFICATIONS OF EXISTING SP ACE #1200 Fire Alarm Submittal Interior Mo dification of existing office space. 369 Alha mbra Cir, Suite 1200	396 ALHAMBRA CIR	1200
ELEC-24-06-2592	Electrical Commercial	Other	Cancelled	06/28/2024		06/28/2024	CANCELLED - Created incorrectly - Need to apply for the sub-permit under sub-records i n the master permit - The renovation scope of work entails the interior construction of a new millwork unit that will need power and water line, the outfitted of an IT room and re finish of a small part of the flooring. No stru ctural scope of work shall be part of this per mit. Minor MEP work. All low voltage, audio visual and security scopes of work shall be separately permitted by others under the m aster building permit	396 ALHAMBRA CIR	
ELEC-24-07-2601	Electrical Commercial	Interior Build-Out/ Interior Alter ation/Remodel	Finaled	07/01/2024	02/25/2025	08/29/2024	396 Alhambra Circle, 6th floor - Interior mod ifications of existing office space (FIFA Offi ces)	396 ALHAMBRA CIR	
ELEC-24-07-2647	Electrical Commercial	Signs	Cancelled	07/16/2024		07/18/2024	*** CANCELLED - INCORRECT LOG IN, THIS IS A REVISION TO THE MASTER PERMIT EL EC-23-12-1996 *** USE THE PERMIT REVISI ON LINK UNDER THE MASTER PERMIT'S S UBRECORD ***	396 ALHAMBRA CIR	
ELEC-24-07-2652	Electrical Commercial	Low Voltage	Finaled	07/17/2024	02/12/2025	08/16/2024	396 Alhambra Circle, 6th floor - Interior mod ifications of existing office space (FIFA Offi ces)	396 ALHAMBRA CIR	
ELEC-24-07-2653	Electrical Commercial	Interior Build-Out/ Interior Alter ation/Remodel	Finaled	07/17/2024	02/11/2025	08/15/2024	The renovation scope of work entails the int erior construction of a new millwork unit tha t will need power and water line, the outfitte d of an IT room and refinish of a small part of the flooring. No structural scope of work shall be part of this permit. Minor MEP wor k. All low voltage, audio visual and security scopes of work shall be separately permitte d by others under the master building permi t.	396 ALHAMBRA CIR	
ELEC-24-08-2706	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	08/06/2024	02/05/2025	08/09/2024	Fire alarm sub permit for 396 Alhambra 6th floor	396 ALHAMBRA CIR	
ELEC-24-08-2718	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	08/08/2024	02/10/2025	08/12/2024	Electrical sub permit to FIRE-24-08-1140	396 ALHAMBRA CIR	
ELEC-24-10-2961	Electrical Commercial	Signs	Issued	10/29/2024	12/15/2025		Citibank SIGNS	396 ALHAMBRA CIR	
ELEC-24-10-2962	Electrical Commercial	Signs	Cancelled	10/29/2024		11/04/2024	PERMIT IS CANCELLED - ALL SIGNS WILL B E UNDER ELEC-24-10-2961	396 ALHAMBRA CIR	

0341080062610

- Summary
- Details
- Addresses (1)
- Additional Info
- Linked Records
- Holds
- Parcel Contacts
- Files
- Conditions
- Assessor Info
- Other Info
- Internal Notes
- History

CODE CASES (1) | INSPECTIONS (309) | PERMITS (108) | PLANS (1)

Permit Nu...	Permit Type	Permit Work Class	Permit Stat...	Applicatio...	Expiratio...	Final D...	Description	Main Address	Unit ...
ELEC-24-10-2961	Electrical Commercial	Signs	Issued	10/29/2024	12/15/2025		Citibank SIGNS	396 ALHAMBRA CIR	
ELEC-24-10-2962	Electrical Commercial	Signs	Cancelled	10/29/2024		11/04/2024	PERMIT IS CANCELLED - ALL SIGNS WILL B E UNDER ELEC-24-10-2961	396 ALHAMBRA CIR	
ELEC-24-10-2963	Electrical Commercial	Signs	Cancelled	10/29/2024		11/04/2024	PERMIT IS CANCELLED - ALL SIGNS WILL B E UNDER ELEC-24-10-2961	396 ALHAMBRA CIR	
ELEC-24-10-2964	Electrical Commercial	Signs	Cancelled	10/29/2024		11/04/2024	PERMIT IS CANCELLED - ALL SIGNS WILL B E UNDER ELEC-24-10-2961	396 ALHAMBRA CIR	
ELEC-24-10-2965	Electrical Commercial	Signs	Cancelled	10/29/2024		11/04/2024	PERMIT IS CANCELLED - ALL SIGNS WILL B E UNDER ELEC-24-10-2961	396 ALHAMBRA CIR	
ELEC-24-10-2966	Electrical Commercial	Signs	Cancelled	10/29/2024		11/04/2024	PERMIT IS CANCELLED - ALL SIGNS WILL B E UNDER ELEC-24-10-2961	396 ALHAMBRA CIR	
ELEC-25-02-3275	Electrical Commercial	Low Voltage - Fire Alarm	Finaled	02/27/2025	09/08/2025	03/12/2025	Suite 1050: Electrical sub to access control permit FIRE-25-02-1377.	396 ALHAMBRA CIR	
ELEC-25-04-3382	Electrical Commercial	Low Voltage - Fire Alarm	Cancelled	04/02/2025		04/03/2025	*CANCELLED -WRONG PERMIT TYPE****Lo w voltage for Fire Alarm Suite #988 INTERI OR ALTERATIONS -MTCI PRIVATE PROVIDE R (PLAN REVIEW & INSPECTIONS) HYATT L AC HUB SUITE # 988-9TH FLOOR Interior Re novation of unit 988	396 ALHAMBRA CIR	
ELEC-25-05-3557	Electrical Commercial	Low Voltage	Cancelled	05/22/2025		05/23/2025	BMS-HVAC LOW VOLTAGE CONTROLS- FLO OR # 9 *** This permit was applied incorrect ly because sub permit must be applied unde r the master permit (PAFF-24-11-0661) and there will be a tab (sub record) and there yo u will find the option for PBA Electrical Com mercial then apply.	396 ALHAMBRA CIR	
FIRE-22-03-0065	Fire	Public Safety Amplification (B DA)	Issued	03/31/2022			BDA SYSTEM	396 ALHAMBRA CIR	
FIRE-23-06-0511	Fire	Access Control	Issued	06/13/2023	12/24/2025		396 Alhambra Circle Suite 14th Floor.	396 ALHAMBRA CIR	
FIRE-23-07-0541	Fire	Fire Sprinkler Repair	Finaled	07/07/2023		01/29/2024	Relocate (17) Fire Sprinkler heads; under m aster permit BLDB-22-11-1182	396 ALHAMBRA CIR	202
FIRE-23-09-0648	Fire	Fire Alarm	Cancelled	09/11/2023		01/26/2024	Repair Fire Alarm***CANCELLED DUPLICAT E PERMIT REFER TO FIRE-23-11-0750***	396 ALHAMBRA CIR	202
FIRE-23-11-0750	Fire	Fire Alarm	Finaled	11/08/2023		01/23/2024	*UNIT 202* Supply and install fire alarm dev ices for tenant buildout	396 ALHAMBRA CIR	
FIRE-24-02-0863	Fire	Fire Sprinkler	Finaled	02/06/2024		04/18/2024	Business Name: Day Pitney Office Remodel 14th floor - ADD/RELOCATE HEADS	396 ALHAMBRA CIR	14TH FLOOR
FIRE-24-03-0903	Fire	Fire Sprinkler	Finaled	03/08/2024		04/15/2024	*10th FLOOR* Fire Sprinkler Relocation, 4 to tal heads for Master BLDB-23-11-2168	396 ALHAMBRA CIR	
FIRE-24-03-0913	Fire	Fire Alarm	Finaled	03/13/2024		04/16/2024	fire alarm sub permit under master BLDB-23 -11-2168	396 ALHAMBRA CIR	
FIRE-24-05-1003	Fire	Fire Sprinkler	Finaled	05/06/2024		07/02/2024	INTERIOR MODIFICATIONS OF EXISTING SP ACE #1200 Interior Modification of existing office space. 369 Alhambra Cir, Suite 1200	396 ALHAMBRA CIR	
FIRE-24-05-1012	Fire	Access Control	Finaled	05/08/2024		07/16/2024	Master permit #BLDB-23-12-2227. Suite 12 00 installation of access control.	396 ALHAMBRA CIR	
FIRE-24-05-1016	Fire	Fire Alarm	Finaled	05/10/2024		07/18/2024	INTERIOR MODIFICATIONS OF EXISTING SP ACE #1200 Fire Alarm Submittal Interior Mo dification of existing office space. 369 Alha mbra Cir, Suite 1200	396 ALHAMBRA CIR	
FIRE-24-07-1095	Fire	Fire Alarm	Finaled	07/01/2024		10/01/2024	Fire alarm sub permit for 396 Alhambra 6th floor	396 ALHAMBRA CIR	
FIRE-24-07-1117	Fire	Fire Sprinkler	Cancelled	07/20/2024		07/26/2024	**PERMIT WAS CREATED IN ERROR AND WI LL BE CANCELLED. REFER TO FIRE-24-07-1 126 **Relocate and replace (14) concealed heads	396 ALHAMBRA CIR	
FIRE-24-07-1126	Fire	Fire Sprinkler	Finaled	07/24/2024		08/16/2024	Relocate 14 heads	396 ALHAMBRA CIR	
FIRE-24-08-1140	Fire	Access Control	Finaled	08/01/2024		08/16/2024	Master permit #BLDB-24-04-2443: 6th floor - Upgrading existing Access Control, (replac e panel only).	396 ALHAMBRA CIR	

0341080062610

- Summary
- Details
- Addresses (1)
- Additional Info
- Linked Records
- Holds
- Parcel Contacts
- Files
- Conditions
- Assessor Info
- Other Info
- Internal Notes
- History

CODE CASES (1) | INSPECTIONS (309) | PERMITS (108) | PLANS (1)

Permit Nu...	Permit Type	Permit Work Class	Permit Stat...	Applicatio...	Expiratio...	Final D...	Description	Main Address	Unit ...
FIRE-24-08-1140	Fire	Access Control	Finaled	08/01/2024		08/16/2024	Master permit #BLDB-24-04-2443: 6th floor - Upgrading existing Access Control, (replace panel only).	396 ALHAMBRA CIR	
FIRE-25-01-1371	Fire	Fire Sprinkler	Finaled	01/30/2025		07/14/2025	FIRE SPRINKLERS FOR-INTERIOR ALTERATIONS -HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988 ADD/RELOCATE HEADS	396 ALHAMBRA CIR	
FIRE-25-02-1377	Fire	Access Control	Finaled	02/03/2025		03/20/2025	Suite 1050: Installing Access Control on a door.	396 ALHAMBRA CIR	
FIRE-25-02-1386	Fire	Fire Alarm	Finaled	02/06/2025		07/24/2025	FIRE ALARM FOR Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR	
FIRE-25-04-1509	Fire	Access Control	Finaled	04/23/2025		08/01/2025	Access Control- Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR	
FIRE-25-05-1536	Fire	Fire Evacuation Test	Finaled	05/08/2025		07/18/2025	Smoke Test- Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR	
MECB-22-06-0271	Mechanical Commercial	New Construction	Cancelled	06/07/2022		12/19/2022	Renovation of Warmer Media office space on 4th floor	396 ALHAMBRA CIR	
MECB-23-07-0621	Mechanical Commercial	Other	Finaled	07/06/2023	02/26/2024	08/30/2023	New supply and return diffuser. Relocate Thermostat	396 ALHAMBRA CIR	
MECB-24-02-0832	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	02/02/2024	10/21/2024	04/24/2024	Business Name: Day Pitney Office Remodel 14th floor	396 ALHAMBRA CIR	14TH FLOOR
MECB-24-03-0883	Mechanical Commercial	Other	Cancelled	03/19/2024		03/21/2024	Cancelled. Created in error***HVAC, Ducting, Air Distribution	396 ALHAMBRA CIR	
MECB-24-03-0887	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	03/25/2024	10/14/2024	04/15/2024	10THFL CORRIDOR. INTERIOR ALTERATIONS TO 10TH FLOOR CORRIDOR "MONDELEZ"	396 ALHAMBRA CIR	10TH FLOOR
MECB-24-04-0918	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	04/23/2024	12/25/2024	06/28/2024	INTERIOR MODIFICATIONS OF EXISTING SPACE #1200 Dry Run Submittal Interior Modification of existing office space. 369 Alhambra Cir, Suite 1200	396 ALHAMBRA CIR	
MECB-24-06-0978	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	06/25/2024	02/03/2025	08/05/2024	The renovation scope of work entails the interior construction of a new millwork unit that will need power and water line, the outfitted of an IT room and refinish of a small part of the flooring. No structural scope of work shall be part of this permit. Minor MEP work. All low voltage, audio visual and security scopes of work shall be separately permitted by others under the master building permit.	396 ALHAMBRA CIR	
MECB-24-07-0988	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	07/03/2024	02/04/2025	08/08/2024	396 Alhambra Circle, 6th floor - Interior modifications of existing office space (FIFA Offices)	396 ALHAMBRA CIR	
PAFF-24-11-0660	Permit by Affidavit	Building	Cancelled	11/12/2024		12/09/2024	***CANCELLED SUPERCEEDED BY PAFF-24-11-0661****INTERIOR DEMOLITION ONLY-SUITE # 988-9TH FLOOR Demo, Interior renovation of unit 989	396 ALHAMBRA CIR	
PAFF-24-11-0661	Permit by Affidavit	Building	Issued	11/12/2024	01/05/2026		Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR	
PAFF-24-12-0698	Permit by Affidavit	Building	Denied	12/27/2024			TENANT BUILD-OUT -BANCO PICHINCHA- PP-PACIFICA ENGINEERING SERVICES LLC.FOR (PLAN REVIEW & INSPECTIONS)	396 ALHAMBRA CIR	
PAFF-25-02-0725	Permit by Affidavit	Mechanical Commercial	Finaled	02/03/2025	01/26/2026	07/28/2025	Suite #988 HVAC, Ducting, Air Distribution-INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE 9TH FLOOR Interior Renovation	396 ALHAMBRA CIR	988
PAFF-25-02-0729	Permit by Affidavit	Electrical Commercial	Finaled	02/04/2025	01/21/2026	07/25/2025	Suite #988 ELECTRICAL FOR-INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB 9th FLOOR Interior Renovation as per plans	396 ALHAMBRA CIR	
PAFF-25-02-0733	Permit by Affidavit	Plumbing Commercial	Finaled	02/05/2025	12/09/2025	06/12/2025	PLUMBING FOR-Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB	396 ALHAMBRA CIR	

0341080062610

- Summary
- Details
- Addresses (1)
- Additional Info
- Linked Records
- Holds
- Parcel Contacts
- Files
- Conditions
- Assessor Info
- Other Info
- Internal Notes
- History

CODE CASES (1) | INSPECTIONS (309) | PERMITS (108) | PLANS (1)

Permit Nu...	Permit Type	Permit Work Class	Permit Stat...	Applicatio...	Expiratio...	Final D...	Description	Main Address
							B 9th FLOOR Interior Renovation as per plan s	
PAFF-25-02-0733	Permit by Affidavit	Plumbing Commercial	Finaled	02/05/2025	12/09/2025	06/12/2025	PLUMBING FOR-Suite #988 INTERIOR ALTE RATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovatio n of unit 988 Plumbing work as per plans	396 ALHAMBRA CIR
PAFF-25-02-0752	Permit by Affidavit	Electrical Commercial	Finaled	02/27/2025	12/10/2025	06/13/2025	LOW VOLTAGE/ CAT6 DEVICES FOR STRUC TURED/ CABLING/ DATA/CCTV/PHONES/S OUNDMASKING AND AUDIO VISUAL DEVIC ES- FOR-Suite #988 INTERIOR ALTERATION S -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR
PAFF-25-04-0795	Permit by Affidavit	Electrical Commercial	Finaled	04/03/2025	10/22/2025	04/25/2025	Low Voltage for Fire Alarm- Suite #988 FOR Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSP ECTIONS) HYATT LAC HUB SUITE # 988-9T H FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR
PAFF-25-05-0828	Permit by Affidavit	Electrical Commercial	Finaled	05/13/2025	12/29/2025	07/01/2025	Access Control- Suite #988 INTERIOR ALTE RATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovatio n of unit 988	396 ALHAMBRA CIR
PAFF-25-05-0839	Permit by Affidavit	Electrical Commercial	Finaled	05/23/2025	01/21/2026	07/25/2025	BMS-HVAC LOW VOLTAGE- Suite #988 INTE RIOR ALTERATIONS -MTCI PRIVATE PROVID ER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior R enovation of unit 988	396 ALHAMBRA CIR
PLUB-24-04-0854	Plumbing Commercial	Other	Finaled	04/22/2024	12/30/2024	07/01/2024	New Kitchen sink with Ice maker and new ta nkless water heater. unit #1200	396 ALHAMBRA CIR
PLUB-24-06-0903	Plumbing Commercial	Interior Build-Out/ Interior Alter ation/Remodel	Finaled	06/25/2024	02/11/2025	08/15/2024	Furnish and install plumbing Fixtures as per plans.	396 ALHAMBRA CIR
PWKS-23-01-1288	Public Works Permit	Sewer Allocation Letter/ Calcul ations/ Agreement	Finaled	01/11/2023		02/01/2023	Suite 150 Acquiring Professional Bank on 1/31/23	396 ALHAMBRA CIR
PWKS-24-04-2628	Public Works Permit	Temporary ROW Obstruction	Finaled	04/25/2024	07/11/2024	06/24/2024	Block lane of traffic, sidewalk & 6 parking sp ots to Install (2) sets illuminated channel let ters "FIFA" on north & west elevations. Work will be via scissor lift.	396 ALHAMBRA CIR
PWKS-24-04-2638	Public Works Permit	Sewer Allocation Letter/ Calcul ations/ Agreement	Finaled	04/30/2024		05/03/2024	Interior renovation. Plumbing scope to inclu de new single compartment sink, new u.c. water heater, new section 3" sanitary line, n ew section 2" vent pipe, new section 3/4" co ld water pipe and new 1/2" hot water conne ction from water heater to sink.	396 ALHAMBRA CIR
PWKS-24-08-2893	Public Works Permit	Temporary ROW Obstruction	Finaled	08/19/2024	10/05/2024	09/24/2024	Temporary ROW Obstruction to Block sidew alk only to change face color on "FIFA" signs on north & west elevations.	396 ALHAMBRA CIR
PWKS-25-07-3701	Public Works Permit	Temporary ROW Obstruction	Denied	07/24/2025			Temporary ROW obstruction to install propo sed Citibank SIGNS master permit No. ELEC -24-10-2961	396 ALHAMBRA CIR
RECT-24-07-0362	Building Recertification	Recertification	In Review	07/01/2024			BUILDING RECERTIFICATION (YEAR BUILT 1 964)	396 ALHAMBRA CIR
REVR-23-07-1029	Revision to Permit	Commercial	Finaled	07/12/2023		08/15/2023	Mechanical Revision - Re-locate VAV Box	396 ALHAMBRA CIR
REVR-24-05-2313	Revision to Permit	Commercial	Finaled	05/31/2024		06/22/2024	Electrical Revision	396 ALHAMBRA CIR
REVR-24-06-2417	Revision to Permit	Commercial	Finaled	06/26/2024		07/10/2024	Revise plans per field conditions *** FIRE S PRINKLER *** 369 Alhambra Cir, Suite 1200	396 ALHAMBRA CIR
REVR-24-07-2440	Revision to Permit	Commercial	Finaled	07/02/2024		09/06/2024	Revision to permit #FIRE-24-05-1012: Chan ge of access control system spec to BRIVO ACS6000.	396 ALHAMBRA CIR
REVR-24-07-2508	Revision to Permit	Commercial - Exterior	Finaled	07/22/2024		09/06/2024	Revise (2) sets illuminated channel letters "FIFA" on north & west elevations to have bl ack faces	396 ALHAMBRA CIR
REVR-24-08-2602	Revision to Permit	Commercial	Finaled	08/12/2024		09/06/2024	Revision to permit #FIRE-24-08-1140 // Repl ace maglock from Schlage to Dynalock.	396 ALHAMBRA CIR
REVR-24-08-2629	Revision to Permit	Commercial	Finaled	08/19/2024		04/11/2025	Fire alarm sub permit for 396 Alhambra 6th floor	396 ALHAMBRA CIR
REVR-25-02-3366	Revision to Permit	Commercial	Finaled	02/25/2025		03/10/2025	REVISION TO FIRE SPRINKLER PLAN -FIRE-25-01-1371-(REVISION 1 - CHANGE IN CEILI NG PLAN) HYATT LAC HUB SUITE # 988-9T	396 ALHAMBRA CIR

REVR-25-04-3532	Revision to Permit	Commercial	Finaled	04/02/2025	04/15/2025	Suite #988 INTERIOR ALTERATIONS - FIRE SPRINKLER REVISION #2 - CHANGE IN CEILING PLAN	396 ALHAMBRA CIR
REVR-25-04-3623	Revision to Permit	Commercial	Finaled	04/22/2025	05/08/2025	Revision to Fire Alarm-Add a strobe at entry/reception and relocate 6 notification devices. FOR Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR
REVR-25-07-3941	Revision to Permit	Commercial	Finaled	07/14/2025	07/24/2025	Revision to Access Control To include Maglock- Suite #988 INTERIOR ALTERATIONS -MTCI PRIVATE PROVIDER (PLAN REVIEW & INSPECTIONS) HYATT LAC HUB SUITE # 988-9TH FLOOR Interior Renovation of unit 988	396 ALHAMBRA CIR
REVR-25-07-3965	Revision to Permit	Commercial	In Review	07/17/2025		Permit revision to include correct spec sheets and plans.	396 ALHAMBRA CIR
REVR-25-08-4035	Revision to Permit	Commercial	Submitted - Online	08/01/2025		Updating final as-built drawings	396 ALHAMBRA CIR

The City of Coral Gables

Development Services Department
City Hall 405 Biltmore Way
Coral Gables, Florida 33134

June 9, 2015

396 Alhambra LLC
2601 S. Bayshore Dr, STE 200
Miami, Fl. 33133

LETTER OF BUILDING RECERTIFICATION IN ACCORDANCE WITH SECTION 8-11(f) OF THE CODE OF MIAMI-DADE COUNTY

PROPERTY FOLIO: # 03-4108-006-2610
ADDRESS: 396 Alhambra Cir

Dear Property Owner/Manager:

This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2014. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Yours truly,

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #4

The City of Coral Gables

Development Services Department
City Hall 405 Biltmore Way
Coral Gables, Florida 33134

5/3/2022

VIA CERTIFIED MAIL

7021 2720 0001 4958 9193

396 ALHAMBRA LLC
396 ALHAMBRA CIRCLE #201
CORAL GABLES, FL 33134

RE: 396 ALHAMBRA CIR
FOLIO # 341080062610

COURTESY 2-YEAR NOTICE

Notice of Required Inspection for Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address will be forty (40) years old, or older, in **2024** having been built in 1964.

In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Recertification Report ("Report") must be submitted for this property to the City of Coral Gables in **2024**.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification,*" from the following link: https://www.miamidade.gov/global/economy/building/40-year-recertification.page
The Recertification Report fee of $500.00 *and* additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134.

Please note the Building Recertification Report must be dated **2024.**

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #5

CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

2/2/2023

VIA CERTIFIED MAIL

7021 1970 0000 4016 0930

396 ALHAMBRA LLC
396 ALHAMBRA CIRCLE #201
CORAL GABLES, FL 33134

RE: 396 ALHAMBRA CIR
FOLIO # 341080062610
Process Number __**TBD**___

COURTESY 1-YEAR NOTICE

Notice of Required Inspection for Recertification of 30 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1964. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department **in 2024**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

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

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

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

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

be recertified once a *revised* report and all required information is submitted and approved, and all required permits are closed.
Proprietary or modified recertification forms from the inspectors will not be accepted. Only current municipal recertification forms will be accepted. The Architect or Engineer shall obtain the required Forms from the following link:

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

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

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

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

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

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

https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice

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

Please contact Douglas Ramirez at dramirez@coralgables.com regarding any questions concerning building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

1/31/2024

VIA CERTIFIED MAIL
7022 2410 0002 9151 6936

396 ALHAMBRA LLC
396 ALHAMBRA CIRCLE 204
CORAL GABLES, FL 33134

RE: 396 ALHAMBRA CIR
FOLIO # 03-4108-006-2610

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

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1964. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

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

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

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

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

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

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

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

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

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

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

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

https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice

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

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

Manuel Z. Lopez, P.E.
Building Official

CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

5/10/2024

VIA CERTIFIED MAIL

396 ALHAMBRA LLC
396 ALHAMBRA CIRCLE 204
CORAL GABLES, FL. 33134

7019 1640 0001 2647 3876

RE: 396 ALHAMBRA CIR
FOLIO # 03-4108-006-2610

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

Dear Property Owner:

In a certified letter dated 1/31/2024, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within ninety (90) calendar days certifying the structure meets the requirements for recertification.

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

See original notice for additional information.

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

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

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

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

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

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

https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.
Deputy Building Official

CITY OF CORAL GABLES

7019 1640 0001 2647 4965

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

6/17/2024

396 ALHAMBRA LLC
396 ALHAMBRA CIRCLE 204
CORAL GABLES, FL 33134

RE: 396 ALHAMBRA CIR
FOLIO # 03-4117-005-4720
Notice of Required Inspection For Recertification of Building – **FINAL NOTICE**

Dear Property Owner:

In a certified letter dated 1/31/2024, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice dated 5/10/2024, informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within thirty (30) calendar days certifying the structure meets the requirements for recertification.

See previous correspondence for additional information.

As of this date, the completed Report has not been submitted and the **structure remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a $600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of $250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.
Building Official

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9470
RECT-24-07-0362

vs.

Certified Mail Return Receipt & Via USPS Regular Mail
9589 0710 5270 1749 3995 37

396 Alhambra LLC
396 Alhambra Cir., 204
Coral Gables, FL 33134
Respondent.

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

Date: January 22, 2026

Re: 396 Alhambra Cir., Coral Gables Sec K PB 8-33 Lots 1 thru 10 incl less E0.10ft of Lot 10 & Lots 39 thru & Port of 20 Ft alley LYG W of W/L of E7.38ft of lot 39 EXT North BLK27 Lot size irregular or 13977-1206 0189 2 COC 23794-1355 09 2005 2 and 03-4108-006-2610 ("Property").

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

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st Floor, Coral Gables, Florida 33134, on February 9, 2026 at 2:00 p.m.

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

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

City's Exhibit #6

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed $250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than $600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.

Analyn Hernandez

Analyn Hernandez
Secretary to the Board

ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Jose Rodriguez, Interim Director of Human Resources (E-mail: jrodriguez4@coralgables.com , Telephone: 305-722-8675, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Jose Rodriguez, Interim Director of Labor Relations and Risk Management (E-mail: jrodriguez4@coralgables.com, Telephone: 305-722-8675, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c: 396 Alhambra, LLC, Jose A Perez Helguera, Registered Agent, 2811 Ponce De Leon Blvd, Ste. 310, Coral Gables, FL 33134
9589 0710 5270 1749 3995 44

Agave Acquisitions LLC, C/O Agave Holdings, LLC, 2601 S. Bayshore Dr, Ste. 1215, Miami, FL 33133-5429
9589 0710 5270 1749 3995 51

Morgan Stanley Private Bank, N.A.., C/O Morgan Stanley Smith Barney LLC, 2000 Westchester Ave, FL 2NE, Purchase, NY 10577-2539, ATTN.: Tailored Lending
9589 0710 5270 1749 3995 68

Citibank, N.A., 153 E. 53 ST., New York, NY 10022-4611
9589 0710 5270 1749 3995 75

Citibank, N.A., 5800 S Corporate Pl, Sioux Falls, SD 57108-5027
9589 0710 5270 1749 3996 67

CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE ADDRESS OF 396 ALHAMBRA CIR, ON 1/23/26 AT 12:47 P.M.

Sebastian Ramos
Employee's Printed Name

Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of X physical presence or __ online notarization, this 2 day of February, in the year 2025, by Sebastian Ramos who is personally known to me.

My Commission Expires: 12/14/2029

Angelina Puerto
Notary Public

ANGELINA PUERTO
MY COMMISSION EXPIRES

City's Exhibit #7

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9470
RECT-24-07-0362

vs.

Certified Mail Return Receipt & Via USPS Regular Mail
9589 0710 5270 1749 3995 37

396 Alhambra LLC
396 Alhambra Cir., 204
Coral Gables, FL 33134
Respondent.

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

Date: January 22, 2026

Re: 396 Alhambra Cir., Coral Gables Sec K PB 8-33 Lots 1 thru 10 incl less E0.10ft of Lot 10 & Lots 39 thru & Port of 20 Ft alley LYG W of W/L of E7.38ft of lot 39 EXT North BLK27 Lot size irregular or 13977-1206 0189 2 COC 23794-1355 09 2005 2 and 03-4108-006-2610 ("Property").

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

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st Floor, Coral Gables, Florida 33134, on February 9, 2026 at 2:00 p.m.

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

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

City's Exhibit #8
Jan 23, 2026

396
ALHAMBRA
Jan 23, 2026

396
citi
BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES
CITY OF CORAL GABLES,
Petitioner,
Case No. 25-9470
RECT-24-07-0362
vs.
Certified Mail Return Receipt & Via USPS Regular Mail
9589 0710 5270 1749 3995 37
396 Alhambra,LLC
396 Alhambra Cir., 2nd
Coral Gables, FL 33134
Respondent.
NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY
AND NOTICE OF HEARING
Date: January 22, 2026
Re: 396 Alhambra Cir, Coral Gables Sec 36 T 54 R 41 Lots 1 thru 10 incl less HI 100 of Lot 10 & Lots 33 thru & Part of 35 Desc LYG W of W/L of E7.380 of lot 39 EXT North BLK27 Lot size irregular or 13977-1206 0110 FLAC 23704-1155 09/2005 2 and 03-4108-006-2810 ("Property").
The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article 70, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. The Structure is hereby declared unsafe by the Building Official and is presented unsafe pursuant to Section 105-89 10 (m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.
Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st Floor, Coral Gables, Florida 33134, on February 9, 2026 at 2:00 p.m.
You may appear at the hearing in person or by agent and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Analyn Hernandez, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@coralgables.com, tel. (305) 460-5230. The Developments Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.
If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.
GREEN BUILDING COUN
Jan 23, 2026

(2)

52330 2/5

RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

CFN 2005R0988821
OR Bk 23794 Pgs 1355 - 1363; (9pgs)
RECORDED 09/21/2005 13:03:21
DEED DOC TAX 150,600.00
SURTAX 112,950.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

JT/DH

~~AFTER RECORDING RETURN TO:~~
Chava E. Genet, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Museum Tower
150 West Flagler Street
Miami, Florida 33130

THIS INSTRUMENT PREPARED BY:
Tammy Daley Walston, Esq.
Texas Bar No. 05328510
16825 Northchase Drive, Suite 220
Houston, Texas 77060

FIRST AMERICAN TITLE INSURANCE COMPANY NCS # 52330-HOU1

PROPERTY APPRAISER'S PARCEL IDENTIFICATION (FOLIO) NUMBERS:
03-4108-006-2610 and 03-4108-006-2760.

GRANTEE'S TAX I.D. # _____

SPECIAL WARRANTY DEED

STATE OF FLORIDA §
§
COUNTY OF MIAMI-DADE §

For and in consideration of the payment by Grantee to Grantor of the amount of Twenty-five Million One Hundred Thousand and No/100 Dollars ($25,100,000.00), **EXXONMOBIL FOUNDATION**, a New Jersey non-profit corporation, having an office at 5959 Las Colinas Boulevard, Irving, Texas 75039, hereinafter referred to as ***"Grantor,"*** does hereby grant, bargain, sell and convey, subject to the Reservations, Covenants and Restrictions (as hereinafter defined), including without limitation the Permitted Encumbrances (as hereinafter defined), unto **396 ALHAMBRA, LLC**, a Florida limited liability company, having an office at 1836 West 23rd Street, Miami Beach, Florida 33140, hereinafter referred to as ***"Grantee,"*** all of those certain lots, tracts or parcels of land together with, all and singular, the rights, appurtenances, betterments, privileges, easements, including all right, title and interest of Grantor in and to adjacent streets, roads, alleys and rights-of-way, and licenses benefiting or pertaining thereto and all improvements, fixtures, equipment, and personal property, if any, located in, on or under the land (the ***"Property"***) situated in the City of Coral Gables, County of Miami-Dade, State of Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting conditions, covenants, restrictions, reservations, encumbrances, exceptions, rights-of-way, leases

9,245/78.00
Doc. 150,600.00
Surtax 112,950.00
2.00 Fill...

G

City's Exhibit #9

and easements of record, including, but not limited to, the following (the ***"Reservations, Covenants and Restrictions"***):

1. All matters of record as are applicable to the Property on the Effective Date of this Special Warranty Deed, including, without limitation, those matters (the ***"Permitted Encumbrances"***) shown on the attached **Exhibit "B"**, which are specifically incorporated herein as if fully set out; all other conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same; and all matters apparent from an inspection of the Property or which a current, accurate survey of the Property would disclose (including, but not limited to, encroachments, overlaps or boundary line disputes); and

2. Taxes and assessments for the current calendar year and all subsequent years; and

3. All laws, regulations, restrictions, prohibitions and other requirements (including, without limitation, building and zoning ordinances) of municipal, county or other governmental authorities.

Without limiting the foregoing, Grantee acknowledges and agrees: (a) acceptance of a deed or other conveyance by Grantee or any subsequent purchaser, grantee or owner (the ***"Owner"***) of all or any portion of the Property, as evidenced by recordation of said deed or other conveyance, shall be deemed to be such Owner's (i) acceptance of the property so conveyed subject to that certain Declaration of Use Restrictions dated September 9, 2004, recorded on September 10, 2004, in O.R. Book 22646, Page 4846 of the Official Records of Miami-Dade County, Florida, as amended by that certain Amendment to Declaration of Use Restrictions dated September 15, 2005, recorded on September ___, 2005, in O.R. Book 23794 Page 1346 of the Official Records of Miami-Dade County, Florida (as amended, the ***"Declaration"***), (ii) ratification and confirmation of the full validity and enforceability of the Declaration by ExxonMobil Inter-America Inc., its successors and assigns, against said Owner and its property, and (iii) agreement to be bound by the terms, conditions, provisions and obligations set forth in the Declaration, and (b) Grantee expressly assumes and agrees to pay all ad valorem taxes and special assessments, if any, against the Property, and all charges and assessments arising out of those instruments described in item 3 and item 11 on **Exhibit "B"**, including, without limitation, all charges and assessments thereunder for prior years due to a change in ownership or change in land usage from and after the Effective Date (hereinafter defined).

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, INCLUDING, WITHOUT LIMITATION, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY, AND ENVIRONMENTAL CONDITION, (B) THE INCOME THAT MAY BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY

AND ALL DEVELOPMENT, CONSTRUCTION, ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR DESIRE TO CONDUCT THEREON OR ANY OTHER PARTICULAR PURPOSE, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION (EITHER EXISTING OR CONTEMPLATED) WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, (F) ANY COSTS OR FEES REQUIRED TO EXTEND, TIE, TAP INTO OR DISCONTINUE ANY UTILITIES SERVING THE PROPERTY OR TO OTHERWISE DEVELOP OR REDEVELOP THE PROPERTY, (G) THE VALUE OF THE PROPERTY OR IMPROVEMENTS THEREON, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR OR ON ANY REPRESENTATION OR WARRANTY (NONE OF WHICH HAVE BEEN GIVEN EXCEPT AS EXPRESSLY PROVIDED ABOVE) OF GRANTOR OR ANY EMPLOYEE OR AGENT OR PURPORTED AGENT OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON A SOLELY "AS-IS, WHERE-IS" BASIS AND CONDITION, "WITH ALL FAULTS", SUBJECT TO THE WARRANTY OF TITLE.

TO HAVE AND TO HOLD the above described Property, together with all appurtenances, estate, title and interest thereto, unto the said Grantee, its successors and assigns, forever, but subject to the Reservations, Covenants and Restrictions herein contained, including but not limited to the Permitted Encumbrances. Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the Reservations, Covenants and Restrictions, including but not limited to the Permitted Encumbrances.

[Continued on next page.]

IN WITNESS WHEREOF, the Grantor has, by these presents, caused to be executed in its name, and its corporate seal to be hereunto affixed, by its proper representatives thereunto duly authorized, as of the day and year below written.

EXECUTED this the 15 day of September, 2005 (the ***"Effective Date"***).

GRANTOR:

EXXONMOBIL FOUNDATION,
a New Jersey non-profit corporation

LAW

Corporate SEAL

By: _____
G. W. McElvy, President

ATTEST:

By: Cynthia L. Birdsall
Name: CYNTHIA L BIRDSALL
[Assistant] Secretary

Randy L. Raudabaugh
Witness Signature

RANDY L. RAUDABAUGH
Witness Printed Name

D.M. Alexander
Witness Signature

D. M. ALEXANDER
Witness Printed Name

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 13th, 2005 by G. W. McElvy, President, and CYNTHIA L. BIRDSALL [Assistant] Secretary, of **EXXONMOBIL FOUNDATION**, a New Jersey non-profit corporation, on behalf of said non-profit corporation. Each is personally known to me.

Cynthia L. Solomon
Notary Public, State of Texas
Printed Name: CYNTHIA J SOLOMON
My Commission Expires: 4/16/2006

CYNTHIA J. SOLOMON
MY COMMISSION EXPIRES
April 16, 2006

GRANTEE:

396 ALHAMBRA, LLC,
a Florida limited liability company

By: **ALHAMBRA INVESTMENT MANAGERS, LLC**, a Florida limited liability company, its Manager

By: _____, Manager
David J. Berger, Manager

_____
Witness Signature

ELISSA M. OTTO-VILLAMOR
Witness Printed Name

_____
Witness Signature

Kymberlee W. Curry
Witness Printed Name

STATE OF FLORIDA §
§
COUNTY OF MIAMI-DADE §

This instrument was acknowledged before me on September 15, 2005, by David J. Berger, Manager of **ALHAMBRA INVESTMENT MANAGERS, LLC**, a Florida limited liability company, as Manager on behalf of **396 ALHAMBRA, LLC**, a Florida limited liability company, on behalf of said limited liability companies. He is personally known to me.

_____
Notary Public, State of Florida
Printed Name: ELISSA M. OTTO-VILLAMOR
My Commission Expires: 10-23-08

NOTARY PUBLIC STATE OF FLORIDA
ELISSA M. OTTO-VILLAMOR
MY COMMISSION # DD 358061
EXPIRES: October 23, 2008
Bonded Thru Budget Notary Services

EXHIBIT "A"

To Special Warranty Deed from
EXXONMOBIL FOUNDATION, as Grantor, to
396 ALHAMBRA, LLC, as Grantee

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

Lots 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27 conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the plat thereof as recorded in Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida;

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, recorded in Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as a public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27 of CORAL GABLES SECTION K, according to the plat thereof, recorded in Plat Book 8 at Page 33 of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

AND

B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27 of CORAL GABLES SECTION K, according to the plat thereof as recorded in Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida,

LESS

The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a Public Alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

To Special Warranty Deed from
EXXONMOBIL FOUNDATION, as Grantor, to
396 ALHAMBRA, LLC, as Grantee

PERMITTED ENCUMBRANCES

1. Provisions of the Plat of Coral Gables, Section "K", recorded in Plat Book 8, Page 33 of the Official Records of Miami-Dade County, Florida.

2. Resolution No. 3639 adopted by the Commission of the City of Coral Gables, Florida on April 28, 1988, recorded in O.R. 13676, Page 3708 of the Official Records of Miami-Dade County, Florida.

3. Ordinance No. 2892, adopted by the Commission of the City of Coral Gables, Florida on January 9, 1990, recorded on February 5, 1991 in O.R. Book 14887, Page 213 of the Official Records of Miami-Dade County, Florida.

4. Parking Agreement dated October 30, 1998, between Esso Inter-America Inc. and Dr. Richard R. Souviron, et al., recorded in O.R. Book 18373, Page 2156 of the Official Records of Miami-Dade County, Florida.

5. Declaration of Covenants, Conditions and Restrictions dated November 10, 1988, recorded in O.R. Book 18428, Page 3865 of the Official Records of Miami-Dade County, Florida.

6. Declaration of Covenants, Conditions and Restrictions dated June 21, 1999, recorded in O.R. Book 18707, Page 1733 of the Official Records of Miami-Dade County, Florida.

7. Declaration of Restrictive Covenant dated April 14, 2003, recorded in O.R. Book 21606, Page 1992 of the Official Records of Miami-Dade County, Florida.

8. Declaration of Use Restrictions dated September 9, 2004, recorded on September 10, 2004, in O.R. Book 22646, Page 4846 of the Official Records of Miami-Dade County, Florida, as amended by that certain Amendment to Declaration of Use Restrictions dated September 15, 2005, recorded on September ___, 2005, in O.R. Book 23794, Page 1348 of the Official Records of Miami-Dade County, Florida.

9. Ordinance 1393 adopted by the Commission of the City of Coral Gables, Florida on August 6, 1963, recorded on January 12, 1989 in O.R. Book 13958, Page 2205 of the Official Records of Miami-Dade County, Florida.

10. Resolution No. 29608 Approving Encroachments at Salzedo Street and Giralda Avenue; Subject to Requirements of Public Works Department dated October 13, 1998, and recorded on August 10, 2005 in O.R. Book 23664, Page 1225 of the Official Records of Miami-Dade County, Florida.

11. Declaration of Restrictive Covenants dated July 7, 2005, recorded on September 14, 2005 in O.R. Book 23778, Page 2988 of the Official Records of Miami-Dade County, Florida.

12. Ordinance No. 2005-18, adopted by the Commission of the City of Coral Gables, Florida on August 23, 2005, recorded on September 14, 2005 in O.R. Book 23778, Page 2992 of the Official Records of Miami-Dade County, Florida.

13. Any and all other matters as shown on that plat of survey dated October 5, 2004, and revised or amended on August 24, 2005, prepared by Samuel M. Fischbein, Florida PLS No. 3587, of Weidener Surveying & Mapping, P.A., Florida Certification No. LB 4207.

14. Rights of Citibank, FSB to possession of a portion of the Property pursuant to and in accordance with the terms of that certain unrecorded Lease Agreement dated October 19, 1989, as amended.

Detail by Entity Name

Florida Limited Liability Company
396 ALHAMBRA, LLC

Filing Information

Document Number	L05000081737
FEI/EIN Number	20-3330564
Date Filed	08/18/2005
State	FL
Status	ACTIVE
Last Event	LC STMNT OF AUTHORITY 21
Event Date Filed	07/25/2016
Event Effective Date	NONE

Principal Address

2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Changed: 02/05/2025

Mailing Address

2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Changed: 02/05/2025

Registered Agent Name & Address

PEREZ HELGUERA, JOSE A
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Name Changed: 04/05/2017

Address Changed: 02/05/2025

Authorized Person(s) Detail

Name & Address

Title Authorized Member

Agave Holdings LLC
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Title Manager

Perez Helguera, Jose A.
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Title Manager

Beckmann, Carlos
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2023	02/14/2023
2024	01/15/2024
2025	02/05/2025

Document Images

02/05/2025 -- ANNUAL REPORT	View image in PDF format
01/15/2024 -- ANNUAL REPORT	View image in PDF format
02/14/2023 -- ANNUAL REPORT	View image in PDF format
01/12/2022 -- ANNUAL REPORT	View image in PDF format
03/19/2021 -- ANNUAL REPORT	View image in PDF format
02/14/2020 -- ANNUAL REPORT	View image in PDF format
02/21/2019 -- ANNUAL REPORT	View image in PDF format
03/01/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
07/25/2016 -- CORLCAUTH	View image in PDF format
05/18/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format

02/26/2014 -- ANNUAL REPORT	View image in PDF format
01/18/2013 -- ANNUAL REPORT	View image in PDF format
02/15/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
06/21/2010 -- Reg. Agent Change	View image in PDF format
04/21/2010 -- ANNUAL REPORT	View image in PDF format
05/28/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
08/01/2006 -- ANNUAL REPORT	View image in PDF format
04/14/2006 -- ANNUAL REPORT	View image in PDF format
08/18/2005 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

(3)

52330
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

3/5

JT/DH

CFN 2005R0988822
OR Bk 23794 Pgs 1364 - 1385; (22pgs)
RECORDED 09/21/2005 13:03:21
MTG DOC TAX 68,355.00
INTANG TAX 39,060.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

From

396 ALHAMBRA, LLC

In favor of

HSBC REALTY CREDIT CORPORATION (USA), as Agent

Dated

September 15, 2005

Street Address of the Land affected by this Instrument:

396 Alhambra Circle
Coral Gables, Florida

This Instrument Prepared by:

John F. Halula, Esq.
Holland & Knight LLP
701 Brickell Avenue, 30th Floor
Miami, Florida 33131

DS 1,188.50
Doc 68,355.00
Int 39,060.00

22

TABLE OF CONTENTS

	Page
1. Payment of the Indebtedness.	3
2. Insurance.	3
3. Maintenance of Mortgaged Property.	3
4. Receiver.	4
5. Real Estate Taxes.	4
6. Warranty of Title.	4
7. Sale in One Parcel.	4
8. Use and Occupancy.	4
9. Litigation.	4
10. Assignment of Leases and Rents.	4
11. Foreign Government Leases.	5
12. Mortgage or Other Taxes.	6
13. Financial Statements.	6
14. Default Rate.	6
15. Partial Foreclosure.	6
16. Late Charge.	6
17. Events of Defaults.	6
18. Deposits for Real Estate Taxes and Insurance Premiums.	8
19. Impairment of Security.	9
20. Severability.	9
21. Due on Sale/Encumbrance.	10
22. Notices.	10
23. Undertaking to Cure Violations.	11
24. Maximum Debt Secured; Future Advances.	11
25. Hazardous Substance/ADA Compliance.	11
26. Application of Insurance and Condemnation Proceeds.	14
27. Recording of Mortgage, etc.	14
28. No Oral Waiver; Successors and Assigns.	14
29. Captions and Subheadings.	15
30. Assignment of Mortgage in Full Repayment.	15
31. Applicable Law; Consent to Jurisdiction.	15
32. Security Agreement.	15

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "**Mortgage**") is made the 15th day of September, 2005 by 396 ALHAMBRA, LLC, a Florida limited liability company, having an office at 1836 West 23 Street, Miami Beach, Florida 33140 (the "**Mortgagor**"), and HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, having an office at 452 Fifth Avenue, Third Floor, New York, New York 10018, Attn: Colleen Zielinski (the "**Mortgagee**"), as Agent for the benefit of the Lenders under a Loan Agreement (the "**Loan Agreement**") executed of even date by and among Mortgagor, HSBC Realty Credit Corporation (USA), and such other lending institutions which may become parties thereto, as lenders (individually, a "**Lender**" and collectively, the "**Lenders**") and HSBC Realty Credit Corporation (USA), as Agent.

WITNESSETH that to secure the payment of an indebtedness in the sum of Nineteen Million Five Hundred Thirty Thousand and No/100 Dollars ($19,530,000.00), lawful money of the United States of America, to be paid with interest thereon, according to certain Promissory Note(s) executed of even date herewith by Mortgagor in favor of the Lenders and in the aggregate stated principal amount of $19,530,000.00 (together with any and all replacement notes executed by Mortgagor pursuant to the terms of the Loan Agreement, collectively, the "**Notes**") and pursuant to the terms of the Loan Agreement, the Mortgagor hereby **mortgages, assigns, grants, bargains, transfers, and conveys** to the Mortgagee all of the following (collectively, the "**Mortgaged Property**"):

ALL that certain land, with the buildings and improvements thereon erected, more particularly described in Schedule "A" annexed hereto and by this reference made a part hereof (hereinafter referred to as the "**said premises**")

TOGETHER with the appurtenances and all the estate and rights of the Mortgagor in and to said premises, and all the right, title and interest of the Mortgagor in and to all land lying in the bed of all streets, roads, and public places, opened or proposed, in front of and adjoining the said premises and all easements and rights of way, public or private, now or hereafter used in connection with the said premises; all buildings, improvements, fixtures, equipment, inventory, computer software and hardware and other articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of the said premises, and the proceeds thereof, including the proceeds of hazard and title insurance relating thereto; all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of the said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets; all rents, issues and profits, general intangibles, chattel paper, accounts (including all deposit accounts, securities accounts, accounts receivables, credit card receivables and reserve accounts), inventory, revenues, income and other benefits due or to become due to the Mortgagor for the use, operation or occupancy of the said premises and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, management agreements, franchise agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the said

premises), approvals, actions and causes of action that now or hereafter relate to, are derived from or are used in connection with the said premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon or any of the items covered hereby; all amounts refunded, or to be refunded, by taxing authorities from amounts paid for real estate taxes, water and sewer rental charges affecting the said premises and any amounts refunded, or to be refunded, by any insurer from amounts paid for insurance premiums for insurance affecting the said premises; all leases of the said premises or any part thereof now or hereafter entered into, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms) and guarantees thereof; all certificates of deposit of Mortgagor in the possession of Mortgagee and the proceeds therefrom; all other rights and easements of Mortgagor or hereafter existing pertaining to the use and enjoyment of the said premises, including, without limitation, all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the said premises; and all proceeds and products of the foregoing; all of which are covered by this mortgage, which mortgage, shall also constitute a security agreement. This provision shall be self-operative, but the Mortgagor will execute and deliver to the Mortgagee on demand, and hereby irrevocably appoints and authorizes the Mortgagee the attorney-in-fact of the Mortgagor to execute, deliver and file, such financing statements and other instruments as the Mortgagee may reasonably require in order to impose the lien of this mortgage upon said fixtures and personal property. If the lien of this mortgage on any fixtures or personal property is subject to a security interest covering such fixtures or personal property, then upon the occurrence of any Event of Default (as defined in paragraph 17 hereof), all the right, title and interest of the Mortgagor in and to any and all deposits being held by the holder of such security interest are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereon.

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Mortgagee, which is hereby irrevocably authorized and appointed attorney-in-fact of the Mortgagor to collect and receive any such awards from the authorities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not, and the Mortgagor will execute and deliver to the Mortgagee on demand such assignments and other instruments as the Mortgagee may require for said purposes and will reimburse the Mortgagee for its costs (including reasonable counsel fees) in the collection of such awards. In the event of any such taking, the Mortgagor agrees to pay, and agrees that any award shall be apportioned so that there shall first be paid therefrom in the order below named, to the Mortgagee, accrued interest at the rate herein specified on all principal amounts from time to time outstanding thereunder to the date of receipt of such payment by the Mortgagee, notwithstanding any lesser interest rate required to be paid by the authorities making the awards, plus the entire principal balance secured by this mortgage plus any other amounts due from Mortgagor to Mortgagee under the Loan Documents.

TOGETHER with any and all air rights, development rights, zoning rights or other similar rights or interest that benefit or are appurtenant to the mortgaged premises and any proceeds arising therefrom, including, among other things, the Mortgagor's right to initiate, join in or consent to any change in any zoning ordinance, restrictive covenant, zoning lot merger agreement or other public or private restriction limiting or defining the uses which may be made of the premises or any part thereof.

This mortgage shall sometimes hereinafter be referred to as "**this Mortgage**" or "**said mortgage**" and the obligations evidenced by the Notes secured hereby shall hereinafter be referred to as "**said obligation**" or the "**Loan**" and the term "**indebtedness**" when used herein shall mean said obligation together with all other amounts due and owing under this mortgage and all other documents and instruments delivered in connection herewith and with the Loan. This Mortgage, the Notes, and all other documents and instruments evidencing or securing the indebtedness or delivered in connection herewith or with the Loan shall hereinafter be referred to as the "**Loan Documents**").

AND the Mortgagor covenants with the Mortgagee as follows:

1. **Payment of the Indebtedness**. The Mortgagor will timely pay the indebtedness evidenced by the Notes, the Loan Agreement and the other Loan Documents, and secured hereby, as hereinbefore provided.

2. **Insurance**. The Mortgagor will keep the buildings and improvements now or hereafter erected on said premises and all fixtures and articles of personal property covered by this Mortgage insured against loss and damage in accordance with Section 5.1 of the Loan Agreement.

3. **Maintenance of Mortgaged Property**. The Mortgagor will not cause or permit any building or improvement upon said premises to be erected, removed, demolished or structurally altered (except to the extent permitted by Section 4.1.10 of the Loan Agreement), in whole or in part, or any fixture or article of personal property covered by this Mortgage to be removed or destroyed, without the prior written consent of the Mortgagee. The Mortgagor will not abandon the Mortgaged Property or cause or permit any waste to the buildings, improvements, fixtures or articles of personal property covered by this Mortgage and will at all times maintain them in a reasonably good condition, and will comply, and cause all occupants of said premises to comply, with all laws and ordinances relating to the maintenance or use of said premises and with all requirements, orders and notices of violation thereof issued by any governmental department. The Mortgagor will pay all license fees and similar municipal charges for the use of vaults or other areas now or hereafter used in connection with said premises and will not, unless so required by any governmental agency having jurisdiction, discontinue such use without the prior written consent of the Mortgagee. Mortgagor covenants and agrees that in case of damage to or destruction of any building or the building service equipment on said premises by fire or otherwise, or in the case of the taking by a condemning authority (other than by a temporary taking) it will promptly comply with the requirements contained in Article V of the Loan Agreement.

4. **Receiver**.

The Mortgagee, in any action to foreclose this Mortgage, shall be entitled (without notice, without regard to the adequacy of any security for the debt and without regard to the solvency of any person, firm or corporation liable for the payment thereof) to the appointment of a receiver of the rents and profits of the Mortgaged Property.

5. **Real Estate Taxes**.

The Mortgagor will cause all taxes, assessments and water charges and sewer rents upon the Mortgaged Property to be paid prior to the earlier to occur of the date same become delinquent or the date penalties accrue for failure to pay said charges. Mortgagor shall have the right to contest the amount or validity of such taxes in accordance with and subject to the terms and conditions contained in Section 4.1.2 of the Loan Agreement. After any Event of Default hereunder, the Mortgagee shall be entitled to any refunds made or to be made by any taxing authority to be applied in reduction of the indebtedness.

6. **Warranty of Title**. The Mortgagor warrants that it owns fee simple title to the Mortgaged Property, subject only to the Permitted Encumbrances (defined in the Loan Agreement).

7. **Sale in One Parcel**.

In case of sale under foreclosure, the Mortgaged Property, including the improvements, fixtures and articles of personal property covered by this Mortgage, may be sold in one parcel.

8. **Use and Occupancy**.

If at any time the then existing use or occupancy of the Mortgaged Property shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of the Mortgagee.

9. **Litigation**. If any action or proceeding be commenced by or against the Mortgagee, or the Mortgagor, including an action to foreclose this Mortgage, affecting the Mortgaged Property or the lien of this Mortgage, or if any action or proceeding be commenced which would affect any of the Mortgagee's rights in the Mortgaged Property, the Mortgagee may appear, defend, prosecute, retain counsel, and take such action as the Mortgagee shall deem advisable, and the costs thereof (including all reasonable counsel fees and all applicable statutory costs, allowances and disbursements) together with interest thereon at the rate equal to the Default Rate (as defined in the Loan Agreement) shall be paid by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. The costs incurred by Mortgagee in connection with a foreclosure of this Mortgage shall also include the reasonable costs of obtaining any engineering, appraisal or environmental audit reports which Mortgagee deems necessary, in its sole discretion, which costs shall also be secured by this Mortgage.

10. **Assignment of Leases and Rents**. The Mortgagor hereby assigns to the Mortgagee, effective irrespective of any default hereunder, the rents and profits, including use

and occupancy payments, from the Mortgaged Property and all leases now or hereafter affecting the Mortgaged Property as further security for the payment of the indebtedness to the Mortgagee, provided, however, that until the occurrence of an Event of Default, the Mortgagor may collect and apply all rents and other such payments, and the Mortgagee hereby appoints the Mortgagor its attorney-in-fact for such purpose. The Mortgagee shall have the right forthwith after the occurrence of and Event of Default, with or without notice or demand, with or without the commencement of any action to foreclose this Mortgage and without the appointment of a receiver, to enter upon the Mortgaged Property, let the same, collect all rents therefrom and apply the rents, after payment of all charges and expenses, on account of the indebtedness secured hereby, whether then matured or not, and the Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact to institute summary proceedings against any tenant of the Mortgaged Property who fails to comply with any lease provisions. In the event that the Mortgagor is an occupant of the Mortgaged Property, the Mortgagor agrees to surrender the possession of the Mortgaged Property to the Mortgagee immediately upon the occurrence of an Event of Default upon demand by the Mortgagee and if the Mortgagor remains in possession after such demand, such possession shall be as tenant of the Mortgagee, and the Mortgagor agrees to pay monthly in advance to the Mortgagee such rent for the Mortgaged Property so occupied as the Mortgagee may demand, and in default of so doing, the Mortgagor may also be dispossessed by summary proceedings or otherwise. In case of the appointment of a receiver of rents and profits of said premises, the covenants of this paragraph may be enforced by such receiver. The Mortgagee may, but shall not be obligated to make any tenant, licensee or other person in possession or occupancy under a written lease or otherwise, a party defendant to any foreclosure proceeding, and the Mortgagor, for itself and any subsequent owner of the Mortgaged Property, hereby waives any right it may have to require that any such tenant, licensee or person be made a party defendant in such proceeding. If any provision hereof is inconsistent with any separate assignment of leases and/or rents delivered to Mortgagee by Mortgagor, the provisions of such separate assignment shall control.

The Mortgagor will not, without the prior written consent of the Mortgagee, assign the rents or any part thereof, from the Mortgaged Property; nor consent to the cancellation or surrender of, or accept prepayment of rents under, any lease now or hereafter covering the Mortgaged Property or any part thereof nor modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent or change the terms of any renewal option, and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee.

After the date of this Mortgage, Mortgagor shall not enter into any lease(s) of all or any part of the Mortgaged Property without obtaining the prior written approval of Mortgagee. Any and all new leases shall, among other things, be fully subordinate to the lien of all mortgages now or hereafter a lien on the said premises and to all extensions, modifications, renewals, replacements or increases thereof. If such subordination is to be conditioned upon receipt of a non-disturbance agreement ("**SNDA**") from Mortgagee, such SNDA, if approved by Mortgagee, shall be prepared on Mortgagee's standard forms.

11. **Foreign Government Leases**. The Mortgagor covenants and agrees not to lease the whole or any part of the Mortgaged Property to the United States of America, any state, any political subdivision thereof or any of their respective agencies, or to any person or

entity having diplomatic or sovereign immunity, without the prior written consent of the Mortgagee. With regard to future tenants, mortgagor covenants and agrees that no accredited representative or employee of a foreign government or international organization shall become a tenant under a lease (or proprietary lease, as the case may be) unless the appropriate representative of such foreign government or international organization shall, in writing to the lessor (or proprietary landlord as the case may be), either expressly waive diplomatic immunity or certify that such employee or representative would not enjoy diplomatic immunity with regard to any action brought under the lease (or proprietary lease, as the case may be) and the person so certifying states that he is authorized to do so, except to the extent that the lessor or proprietary landlord as the case may be), is required by law to lease to such a person.

12. **Mortgage or Other Taxes**. If it shall be determined by the governmental authority having jurisdiction that documentary stamp, intangible or other taxes are due on this Mortgage or on the Notes and Loan Agreement secured by this Mortgage, the Mortgagor will promptly pay the same.

13. **Financial Statements**. The Mortgagor will timely comply with the financial statement requirements contained in Section 4.1.6 of the Loan Agreement.

14. **Default Rate**. Upon the occurrence of any Event of Default, the Mortgagee may, at the Mortgagee's option, comply with or perform the event or correct the circumstance giving rise to the Event of Default, and the cost thereof, together with interest thereon at Default Rate (as defined in the Loan Agreement) shall be paid by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. Notwithstanding that the indebtedness secured by this Mortgage shall not have been declared due and payable upon the occurrence of an Event of Default, the indebtedness shall bear interest at the Default Rate from the date of notice and demand therefor by the Mortgagee until said Event of Default shall have been completely cured and removed to the satisfaction of the Mortgagee. On and after the maturity of the indebtedness secured by this Mortgage, or upon the exercise by the Mortgagee of any option to declare the indebtedness due and payable as provided in this Mortgage, said indebtedness shall, without any notice or demand by Mortgagee, bear interest at the Default Rate, but nothing herein contained shall be deemed to extend the maturity of the indebtedness.

15. **Partial Foreclosure**. The Mortgagee may, at the Mortgagee's option, foreclose this Mortgage for any portion of the indebtedness or any other sums secured thereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the mortgage indebtedness not then due.

16. **Late Charge**. In the event that any payment herein provided for shall become overdue for a period in excess of 10 days, a "late charge" in an amount equal to the lesser of four percent (4%) for each dollar ($1.00) so overdue or the maximum amount permitted by applicable law shall become immediately due to the holder of this Mortgage as liquidated damages for failure to make payment when such payment is due, and the same shall be secured by this Mortgage. Said charge shall be payable in any event not later than the due date of the next subsequent installment due hereunder.

17. **Events of Defaults**. The Note and any and all other indebtedness secured by this Mortgage shall immediately become due and payable at the option of the Mortgagee, and

thereupon the Mortgagee shall have the right, among others, to foreclose this Mortgage, upon the happening of any one or more of the following (each an "**Event of Default**" and collectively "**Events of Default**"):

(a) Failure of the Mortgagor to pay any installment of principal or interest within 10 days after the due date thereof, or to pay real estate taxes before they become delinquent;

(b) Failure of the Mortgagor to pay within ten (10) days of demand any other amounts required to be paid under the Loan Documents (including, without limitation, the amount of any costs of the Mortgagee or the Lenders) with interest thereon;

(c) Failure of the Mortgagor to comply with or perform any other warranty or covenant of this Mortgage for a period of ten (10) days after notice to Mortgagor from Mortgagee, in the case of any failure which can be cured by the payment of a sum of money, or for a period of fifteen (15) days after notice from Mortgagee in the case of any other failure; provided, however, that if such non-monetary failure is susceptible of cure but cannot reasonably be cured within such 15 day period and provided further that Mortgagor shall have commenced to cure such failure within such 15 day period and thereafter diligently and expeditiously proceeds to cure the same, such 15 day period shall be extended for such time as is reasonably necessary for Mortgagor in the exercise of due diligence to cure such failure, such additional period not to exceed forty-five (45) days;

(d) Failure of the Mortgagor to maintain or cause to be maintained in full force and effect all insurance policies required to be maintained under the Loan Agreement;

(e) Passage of any law deducting from the value of land for the purposes of taxation any lien thereon or changing in any way the taxation of mortgages or debts secured thereby for federal, state or local purposes; provided, however, that if any of the events described in this item (e) occur, Mortgagee shall not accelerate the Note for a period of one hundred twenty (120) days after Mortgagee notifies Mortgagor of the existence of such event, so long as no other Event of Default then or thereafter exists;

(f) Commencement of any action to foreclose any lien upon said premises or any part thereof including the improvements, fixtures and articles of personal property covered by this Mortgage, and the failure to have any such action dismissed within sixty (60) days of the filing thereof;

(g) The execution of any instrument or the taking of any action which results the use or transfer of air, development or zoning rights appurtenant to any part of the premises to or for the benefit of any other premises or in the imposition of any restriction on the future development of any part of the premises, the Mortgagor hereby agreeing that such sale or lease or other instrument or action shall be deemed conclusively to impair the security interest of the Mortgagee;

(h) Any event occurs which pursuant to paragraph 21 hereof would entitle Mortgagee to call for the immediate payment of the entire mortgage indebtedness;

(i) Failure to discharge (by bond or otherwise) any construction or other lien filed against the said premises within sixty (60) days after Mortgagor obtains knowledge that a construction lien has been filed;

(j) The occurrence of an event which would, pursuant to the terms hereof, entitle the Mortgagee to advance sums which would, when advanced, be secured by this Mortgage pursuant to Section 14 hereof;

(k) Any event of default or default beyond the expiration of any applicable notice, grace or cure period contained in the Loan Agreement, Notes or any other Loan Document;

(l) The discovery by the Mortgagee of any material misrepresentation made by the Mortgagor, or any principal of the Mortgagor, to the Mortgagee prior to or at the closing of the Loan secured by this Mortgage;

(m) The occurrence of any default, beyond the expiration of any applicable notice, grace or cure period, under any other mortgage covering the said premises, or under any secured or unsecured loans made by Mortgagee to Mortgagor, giving rise to a right to accelerate payment thereof;

(n) The death of any Guarantor, unless a substitute guarantor (acceptable to Mortgagee in its sole and absolute discretion) agrees in writing to assume the responsibilities of such Guarantor, under this Guaranty, within sixty (60) days after the death;

(o) The institution against Mortgagor or any person or entity with an interest in Mortgagor of criminal proceedings for which the forfeiture of assets is a potential penalty, if the assets potentially subject to such forfeiture could include any of the said premises, unless any such proceedings are dismissed within sixty (60) days of the filing thereof; and

(p) If a receiver, liquidator or trustee of Mortgagor or any indemnitor or guarantor of any of Mortgagor's obligations under any Loan Documents shall be appointed or if Mortgagor or any such indemnitor or guarantor shall be adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Mortgagor or any such indemnitor or guarantor or if any proceeding for the dissolution or liquidation of Mortgagor or any such indemnitor or guarantor shall be instituted; however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by Mortgagor or any such indemnitor or guarantor, upon the same not being discharged, stayed or dismissed within sixty (60) days.

18. **Deposits for Real Estate Taxes and Insurance Premiums.** In order to more fully protect the security of this Mortgage, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the Loan Agreement (but subject to the last paragraph of this paragraph), the Mortgagor will pay the following payments to the Mortgagee on the first day of the calendar month next succeeding the date hereof and on the first day of each month thereafter until the indebtedness secured by this Mortgage shall have been paid in full:

(a) a sum equal to the real estate taxes next due on the Mortgaged Property (as estimated by the Mortgagee) less all sums already paid therefor divided by the number of the monthly installments of principal and interest due hereunder before one month prior to the date on which such real estate taxes shall be due and payable, which sums to the extent received are to be held not as a trust fund and without interest or other payment of any kind but to be applied by the Mortgagee to the payment of such real estate taxes, as the same become due and payable. If such monthly payments become due at a time when the tax rate shall not have been fixed the monthly payment shall be estimated on the basis of the tax for the preceding year applied to the most recent assessed valuation, as adjusted by the Mortgagee. If the tax when paid varies from the tax as estimated in accordance with the preceding sentence, (i) any excess arising from said monthly payments shall be retained by the Mortgagee to be applied in reduction of subsequent monthly payments and (ii) any deficiency in the amount of such monthly payments below the tax as fixed shall be paid by Mortgagor to the Mortgagee on demand. "**Real estate taxes**" shall be deemed to include assessments, water charges and sewer rentals.

(b) a sum equal to the fire insurance premiums next due on the insurance policies required to be maintained hereunder less all sums already paid therefor divided by the number of the monthly installments of principal and interest due hereunder before one month prior to the date on which such fire insurance premiums shall be due and payable, which sums to the extent received are to be held not as a trust fund and without interest or other payment of any kind but to be applied by the Mortgagee to the payment of such fire insurance premiums, as the same become due and payable. The monthly payment shall be estimated on the basis of the fire insurance premiums for the preceding policy term, as adjusted by the Mortgagee. If the fire insurance premiums when paid varies from the fire insurance premiums as estimated in accordance with the preceding sentence, (i) any excess arising from said monthly payments shall be retained by the Mortgagee to be applied in reduction of subsequent monthly payments and (ii) any deficiency in the amount of such monthly payments below the fire insurance premiums as paid shall be paid to the Mortgagee on demand; and

The Mortgagee will initially waive such monthly tax payments and insurance payments, but will reserve the right to require such payments if an Event of Default occurs, or if (i) with respect to the tax deposits, Mortgagor shall fail to furnish to Mortgagee, within ten (10) days after the same become delinquent, evidence satisfactory to Mortgagee that all Real Estate Taxes have been paid, and (ii) with respect to the insurance deposits, Mortgagor fails to pay the insurance premiums required under the insurance policies required hereunder and furnish proof of such payment to Mortgagee at least ten (10) days prior to the due date of same.

19. **Impairment of Security**. The Mortgagor acknowledges that the security of the Mortgagee for the indebtedness secured hereby will be materially impaired, and the rights of the Mortgagee will not be adequately protected, if, at any time the remaining principal indebtedness hereunder exceeds the percent of the appraised value of said premises on which the Mortgagee relied in making this Mortgage. This acknowledgment in itself does not give the Mortgagee any right to accelerate the payment of the indebtedness.

20. **Severability**. Should any term, provision, covenant or condition hereof be held to be void or invalid the same shall not affect any other term, provision, covenant or condition of this Mortgage, but the remainder hereof shall be effective as though such void or invalid term, provision, covenant or condition had not been contained herein.

21. **Due on Sale/Encumbrance**. The Mortgagor hereby covenants and agrees that the Lenders' commitment to make the Loan was predicated on the continuation of the present ownership and management of the said premises, and the Mortgagor agrees that the Mortgagee shall have the right and is hereby granted the right to call for the immediate payment of the entire mortgage indebtedness, together with interest thereon and together with all other sums secured hereby, in the event that the Mortgaged Property shall cease, without Mortgagee's prior written consent, to be owned and managed by the present owners, or in the event title to or any interest in the said premises and/or the air rights relating thereto and/or any other development rights relating thereto and/or except for a Permitted Transfer (as defined in the Loan Agreement), the Mortgagor is directly or indirectly transferred, conveyed, assigned, mortgaged, encumbered or leased whether by deed, assignment, lease, transfer of stocks, security agreement, transfer of any partnership or limited liability company member interest or by operation of law or otherwise, without the Mortgagee's prior written consent. It is also agreed that the Mortgagor, or any successors in interest, will not, without the prior written consent of the Mortgagee execute, deliver and record any subordinate mortgage or other instrument encumbering the said premises including a purchase money wraparound mortgage, assignment of rents or of the Mortgagor's interest in leases. In the event of a default under the provisions of this paragraph, the Mortgagor agrees that the Mortgagee shall have the right and is hereby granted the right to declare the entire mortgage indebtedness due and payable and to avail itself of all provisions set forth in this Mortgage, including paragraph 17 herein, for the collection of same including, without limitation, the right of foreclosure and the appointment of a receiver.

22. **Notices**. All notices to be given hereunder shall be delivered by hand, or sent to the party to be notified, via certified mail, return receipt requested or sent by recognized overnight courier which provides evidence of receipt and shall be deemed given when delivered by hand or one (1) business day after delivery to such recognized overnight courier or three (3) days after being posted with the United States Postal Service addressed to the parties as follows:

If to the Mortgagee:	HSBC Realty Credit Corporation (USA) 452 Fifth Avenue, Third Floor New York, New York 10018 Attn: Colleen Zielinski
With a copy to:	HSBC Realty Credit Corporation (USA) 1441 Brickell Avenue, 16th Floor Miami, Florida 33131 Attention: Michael Wadler
If to the Mortgagor:	396 Alhambra, LLC 1836 West 23 Street Miami Beach, Florida 33140 Attn: David Berger
With a copy to:	Stearns Weaver, et al. 150 West Flagler Street Miami, Florida 33130 Attn: Chava E. Genet, Esq.

And to:

Alhambra Investors, LLC
2601 South Bayshore Drive
Suite 200
Miami, FL 33133
Attn.: Paul Kaplan

With a copy to:

Adorno & Yoss LLP
2525 Ponce de Leon, Suite 400
Coral Gables, Florida 33134
Attn.: Neil S. Rollnick, Esquire

23. **Undertaking to Cure Violations**. The Mortgagor covenants and undertakes (i) to cure all currently outstanding notices of violations with any municipal department having jurisdiction over the Mortgaged Property, and file all applications for the removal of such violations and to furnish Mortgagee with evidence of such cure and the filing of such applications within six (6) months from the date hereof and (ii) to continue to make diligent efforts to have such violations removed of record thereafter. Failure to comply with the above shall constitute an Event of Default under this Mortgage as if such Event of Default were specifically contained in paragraph 17 hereof and the Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any loss, liability, damage or expense suffered or incurred by Mortgagee arising out of or by reason of Mortgagor's failure to comply with the above.

24. **Maximum Debt Secured; Future Advances**. Notwithstanding anything contained herein to the contrary, this Mortgage shall secure any additional loans from Mortgagee to Mortgagor made within twenty (20) years from the date hereof. The total amount of such loan or loans may decrease or increase from time to time, but the total unpaid aggregate balance secured by this Mortgage at any one time shall not exceed $200,000,000.00, plus interest thereon, and any disbursements made for the payment of the impositions (whether taxes, levies or otherwise), insurance, or other liens on the Mortgaged Property, with interest on such disbursements. The Mortgagee has no obligation, whatsoever, to make a future advance loan.

25. **Hazardous Substance/ADA Compliance**. (a) The Mortgagor represents, covenants and warrants that: (i) to the best of Mortgagor's knowledge, the Mortgaged Property encumbered hereby, have been at all times during Mortgagor's ownership thereof, and presently are, except as shown in any environmental audit report prepared by Mortgagee's consultant in connection herewith, free of contamination arising out of or resulting from: (x) any petroleum or petroleum derivatives; (y) any substance or material presently identified or deemed to be toxic or hazardous under or pursuant to 42 U.S.C. §§ 9601-9675 or any other applicable federal, state or local law, statute, rule or regulation (any and all federal, state or local laws, statutes, rules, orders or regulations, now or hereafter in effect, dealing with matters involving toxic or hazardous substances, the use, discharge or release of same, the environment or health or safety, are hereinafter collectively, referred to as the "**Law**"), including, without limitation, whether or not defined as such by the Law, any asbestos, polychlorinated biphenyls ("**PCBs**"), radioactive substance, methane, volatile hydrocarbons, industrial solvents, lead or lead based paint; or (z) any other material or substance which has in the past or could presently cause or constitute a health, safety or other environmental hazard to any person or property (all of the

foregoing described in (x), (y) or (z) above and any other material which in the future could cause or constitute a health, safety or other environmental hazard to any person or property shall hereinafter be referred to as "**Hazardous Substances**" and any one of same as a "**Hazardous Substance**"); (ii) the Mortgagor has not caused or, to the best of the Mortgagor's knowledge, suffered to occur, and the Mortgagor will not hereafter cause or suffer to occur, a disposal or release of any Hazardous Substance in violation of the Law at, upon, under or within the Mortgaged Property or any contiguous or adjacent real estate; (iii) neither the Mortgagor nor, to the best of the Mortgagor's knowledge, any other party has been, is or will be involved in operations or activities at or near the Mortgaged Property that could result in, give rise to, or lead to the imposition of liability upon Mortgagor or any other owner of the Mortgaged Property or the creation of a lien on the Mortgaged Property, under the Law; (iv) the Mortgagor has not, to the best of Mortgagor's knowledge, permitted, and will not knowingly permit, any tenant or occupant of the Mortgaged Property to engage in any operation or activity that could result in, give rise to, or lead to the imposition of liability on such tenant or occupant, Mortgagor or any other owner of any of the Mortgaged Property, or the creation of a lien on the Mortgaged Property, under the Law; (v) neither the Mortgagor nor, to the best of the Mortgagor's knowledge, any other party, has received any notice or inquiry pursuant to the Law pertaining to Hazardous Substances either at the Mortgaged Property or, with respect to the disposal of same, off the Mortgaged Property, or any notice from any party of any violation of the Law, and (vi) except as previously disclosed to the Mortgagee, to the best of the Mortgagor's knowledge, no authority, including, without limitation, the Federal Environmental Protection Agency ("**EPA**") has ever cited the Mortgaged Property for violation of the Law. The "**Mortgagor's knowledge**", as such term is used herein, shall include, if the Mortgagor is not actively involved in the day to day operations of the Mortgaged Property, the actual knowledge of the individuals who, in a management or supervisory capacity, are actively involved in such day to day operations.

(b) The Mortgagor further represents that the Mortgagor shall: (1) comply strictly and in all respects with the requirements of the Law and the Americans with Disabilities Act of 1990 ("**ADA**"); (2) notify Mortgagee promptly following receipt of knowledge by the Mortgagor in the event of any disposal, release or threatened release of any Hazardous Substance at, upon, under, from or within the said premises or non-compliance with any provision of the ADA; (3) remediate in compliance with all requirements of Law any disposal, release, threatened release or existence of any Hazardous Substance at, upon, under or within the Mortgaged Property which constitutes a health, safety or other environmental hazard to any person or property; and (4) promptly forward to Mortgagee copies of all orders, notices, permits, applications, and other communications and reports in connection with any such disposal, release or threatened release of any Hazardous Substance or any other matters relating to the Law or non-compliance with any provision of the ADA, as they may affect the Mortgaged Property.

(c) The Mortgagor, promptly upon the written request of the Mortgagee, from time to time, shall, at the Mortgagor's expense, provide the Mortgagee with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to the Mortgagee; such notice from the Mortgagee shall be based upon reasonable cause and shall set forth the Mortgagee's reason for requesting such assessment.

(d) The Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees and expenses suffered or incurred by the Mortgagee, including but not limited to any and all costs and expenses incurred by Mortgagee (including but not limited, the cost of any investigation to determine whether a cleanup of the Mortgaged Property is necessary, the costs of cleanup, payment of fines or penalties and payment of damages to third parties) whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor or as owner of the said premises by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or in any other capacity, (i) under or on account of the Law or related regulations or any similar applicable laws or regulations, including the assertion of any lien against the said premises thereunder (ii) with respect to the existence of, or any disposal, release or threatened release of, any Hazardous Substance affecting the said premises whether or not the same originates or emanates from the Mortgaged Property or any other source, including any loss of value of the Mortgaged Property as a result of such existence, disposal, release or threatened release of any Hazardous Substance, (iii) with respect to any other matter affecting the said premises within the jurisdiction of the Environmental Protection Agency of the United States of America or the agencies having authority for environmental protection or conservation in the State in which the Mortgaged Property is situated; (iv) with respect to any past, present or future non-compliance with the ADA, including any loss of value of the Mortgaged Property and (v) with respect to Mortgagee's reliance on any representation or warranty of the Mortgagor herein. This indemnification shall not cover any loss occasioned solely by acts committed (i) after the Mortgagor or any subsequent owner is no longer the owner of the Mortgaged Property by reason of a sale pursuant to a foreclosure of this Mortgage or a deed in lieu of foreclosure of this Mortgage or (ii) during the period Mortgagee has actual physical possession of the Mortgaged Property, but it will cover a loss occasioned by acts committed or matters arising prior to or during any period in which a court appointed receiver is in possession of the Mortgaged Property. The term "**loss**" shall include any amounts paid by Mortgagee in connection with any settlement or compromise made by Mortgagee in good faith, upon giving the undersigned ten (10) days prior notice, of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in connection with the foregoing, under the belief that it is liable therefor, whether liable or not, without the consent or approval of the Mortgagor unless the Mortgagor within such ten (10) day period shall protest in writing and simultaneously with such protest deposit with Mortgagee collateral satisfactory to Mortgagee sufficient to pay and satisfy in Mortgagee's opinion any damages, penalty and interest which may accrue as a result of such claim, demand, loss, liability, cost, charge, attorney's fee, expense, suit, order, judgment or adjudication and any judgment or judgments as may result. The term "**Mortgagee**" shall include any successor, assignee or designee of Mortgagee, which becomes the owner of this Mortgage or the owner of the Mortgaged Property through foreclosure or acceptance of a deed in lieu thereof and shall include any directors, officers, employees, partners or agents of Mortgagee and any of the foregoing. All representations, covenants and indemnifications herein shall survive the repayment of the indebtedness hereby secured and the satisfaction of this Mortgage.

(e) In the event of any existence, disposal, release or threatened release of any Hazardous Substance affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any other source, and/or if the Mortgagor shall fail to comply with any of the requirements of the Law or related regulations or any other environmental law or regulation, the Mortgagee may at its election, but without the obligation so

to do, give such notices and/or cause such work to be performed at the Mortgaged Property and/or take any and all other actions as the Mortgagee shall deem necessary or advisable in order to remedy said existence, disposal, release or threatened release of any Hazardous Substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the default interest rate provided in paragraph 14 hereof from the date of payment by the Mortgagee, shall be immediately due and payable by the Mortgagor to the Mortgagee and until paid shall be secured by this Mortgage and shall have the benefit of the lien hereby created as a part thereof.

(f) Nothing herein contained shall be construed to limit the effectiveness of the representations, covenants warranties and indemnification provisions contained in (a) through (e) above to the period during which any amounts due and payable under the Loan Documents remain outstanding and they shall survive the repayment of such amounts or the extinguishment of the Mortgage and shall continue in full force and effect so long as any matters shall exist against which Mortgagor has indemnified Mortgagee pursuant thereto and such representations, covenants, warranties and indemnity shall be in addition to, and not in lieu of, any rights granted to Mortgagee in this Mortgage or any of the other Loan Documents.

26. **Application of Insurance and Condemnation Proceeds**. Insurance or condemnation proceeds shall be applied in the manner provided in Article V of the Loan Agreement.

27. **Recording of Mortgage, etc.** Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the said premises and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of Mortgagee in the Mortgaged Property. Mortgagor will pay all filing, registration or recording taxes or fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all federal, state, county and municipal, taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, except where prohibited by law so to do. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

28. **No Oral Waiver; Successors and Assigns**. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change or discharge is sought. The covenants of this Mortgage shall run with the land and bind the Mortgagor, the heirs, distributees, legal representatives, successors, and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of said premises, and shall inure to the benefit of the Mortgagee, the successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. As used herein the singular shall include the plural as the context requires.

29. **Captions and Subheadings**. The captions and subheadings used herein are solely for the convenience of the parties and shall not be deemed to limit or affect the terms contained herein.

30. **Assignment of Mortgage in Full Repayment**. Upon the payment in full of all amounts due under, evidenced or secured by this Mortgage, the Mortgagee will, upon the request of Mortgagor, and at Mortgagor's expense, deliver an assignment of the Loan and this Mortgage without recourse, representation, covenant or warranty, if and only if such an assignment is approved in writing by any affiliate of Mortgagee then holding another mortgage encumbering the Mortgaged Property.

31. **Applicable Law; Consent to Jurisdiction**. This Mortgage was negotiated in the State of Florida, and the Loan was made and accepted by Mortgagor in the State of Florida, which State the parties agree has a substantial relationship to the parties and to the underlying transaction. This Mortgage, and the interpretation and enforcement hereof, and all rights and duties of the parties hereunder, and all matters and issues arising out of or relating to this Mortgage, shall be governed exclusively by the law of the State of Florida without regard to the conflict of laws provisions thereof. Any claim, action or proceeding arising out of or relating to this Mortgage may be commenced and maintained in the courts of the State of Florida or in any federal court in the State of Florida. Mortgagor hereunder hereby (i) irrevocably submits to the personal jurisdiction of the courts of the State of Florida and any federal court in the State of Florida, and any appellate courts to which appeals may be taken therefrom, in or for the purposes of any claim, action or proceeding to be brought against the Mortgagor, for the enforcement of any of their duties or obligations and/or the Mortgagee's rights under this Mortgage or under the other Loan Documents, and (ii) waives any and all rights under the laws of the State of Florida and any other jurisdiction to object to the jurisdiction of, or the commencement of any such claim, action or proceeding in, the courts of the State of Florida or the federal courts in the State of Florida as hereinabove set forth.

32. **Security Agreement**. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the indebtedness, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code (said portion of said premises so subject to the Uniform Commercial Code being called in this paragraph the "**Collateral**"). Mortgagor hereby authorizes Mortgagee to file such financing statements as Mortgagee may from time to time reasonably considers necessary to create, perfect, and preserve Mortgagee's security interest herein granted. This Mortgage shall also constitute a "fixture filing" for the purposes of the Uniform Commercial Code. As such, this Mortgage covers all items of the Collateral that are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties set forth in the Notice Provision of this Mortgage. If an Event of Default shall occur, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing,

the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including attorneys' fees and disbursements, incurred or paid by Mortgagee in protecting the interest in the Collateral and in enforcing the rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Mortgagee to the payment of the indebtedness in such priority and proportions as Mortgagee in its sole discretion shall deem proper. In the event of any change in name, identity or structure of any Mortgagor, such Mortgagor shall notify Mortgagee thereof, in which case Mortgage may file and/or record such Uniform Commercial Code forms as are necessary to maintain the perfection and priority of Mortgagee's lien upon and security interest in the Collateral, and Mortgagor shall pay all expenses and fees in connection with the filing and recording thereof. If Mortgagee shall require the filing or recording of additional Uniform Commercial Code forms or continuation statements, Mortgagee may file and/or record such Uniform Commercial Code forms or continuation statements as Mortgagee shall deem necessary, all without any further consent or authorization of Mortgagor, and Mortgagor shall pay all expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall materially increase Mortgagor's obligations under this Mortgage and any of the other Loan Documents. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, and hereby authorizes Mortgagee, to file with the appropriate public office on its behalf any financing or other statements in connection with the Collateral covered by this Mortgage.

[The balance of this page has been intentionally left blank]

IN WITNESS WHEREOF this Mortgage has been duly executed by the parties hereto as of the date first written above.

Witnesses:

[Print Name]

[Print Name]

[Print Name]

[Print Name]

"MORTGAGOR"

396 ALHAMBRA, LLC,
a Florida limited liability company

By: Alhambra Investment Managers, LLC,
a Florida limited liability company,
its member

By: _____, Member
David J. Berger, Sole Member

and

By: Alhambra Investors, LLC,
a Florida limited liability company,
its member

By: _____
Eduardo Avila, President

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

The foregoing instrument was acknowledged before me this 15 day of September, 2005, by David J. Berger, as the Sole Member of Alhambra Investment Managers, LLC, a Florida limited liability company, a member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) (NO) or has produced _____ as identification.

Signature and Notary Public, State of Florida

ELISSA M. OTTO-VILLAMOR
Print Name of Notary Public

ELISSA M. OTTO-VILLAMOR
MY COMMISSION # DD 358061
EXPIRES: October 23, 2008
Bonded Thru Budget Notary Services

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

The foregoing instrument was acknowledged before me this 15th day of September, 2005, by Eduardo Avila, as President of Alhambra Investors, LLC, a Florida limited liability company, a member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) (NO) or has produced _____ as identification.

Elissa M. Otto-Villamor
Signature and Notary Public, State of Florida

ELISSA M. OTTO-VILLAMOR
Print Name of Notary Public

ELISSA M. OTTO-VILLAMOR
MY COMMISSION # DD [illegible]
EXPIRES: October [illegible], 2006
Bonded Thru Budget Notary Services

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I:

Lot 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27 conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:
Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the plat thereof as recorded in Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida;

AND
All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, recorded in Plat Book 8, Page 33 of the Public Records of Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS
The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as a public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS
A portion of Lot 48 in Block 27 of CORAL GABLES SECTION K, according to the plat thereof, recorded in Plat Book 8 at Page 33 of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

AND

B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27 of CORAL GABLES SECTION K, according to the plat thereof as recorded in Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida,

LESS
The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a Public Alley.

LESS
A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33 of the Public Records of Miami-Dade County, Florida.

CFN 2009R0553600
OR Bk 26960 Pgs 3743 - 3749; (7pgs)
RECORDED 07/30/2009 15:29:45
MTG DOC TAX 22,995.00
INTANG TAX 13,140.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Was Prepared by:
John F. Halula, Esq.
HOLLAND & KNIGHT LLP
701 Brickell Avenue, 30th Floor
Miami, Florida 33131

FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT, AND NOTICE OF FUTURE ADVANCE

This First Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance (the "**Mortgage Modification**") is executed as of the 14th day of March, 2009 by and between **396 ALHAMBRA, LLC**, a Florida limited liability company (the "**Mortgagor**"), having an office at 2601 South Bayshore Drive, Suite 200, Miami, Florida 33133, and **HSBC REALTY CREDIT CORPORATION (USA)**, a Delaware corporation (the "**Mortgagee**"), having an office at 452 Fifth Avenue, Third Floor, New York, New York 10018, as Agent for the benefit of the Lenders under an Amended and Restated Loan Agreement executed of even date herewith by and among Mortgagor, HSBC Realty Credit Corporation (USA), and such other lending institutions which may become parties thereto, as lenders (individually, a "**Lender**" and collectively, the "**Lenders**") and Mortgagee, as Agent (the "**A&R Loan Agreement**").

RECITALS:

A. Lenders previously made a loan (the "**Loan**") to Mortgagor as evidenced by a Promissory Note executed as of September 15, 2005 by Mortgagor in favor of Lender, and in the stated principal amount of $19,530,000.00 (the "**Prior Note**"). The Loan was funded pursuant to the terms and conditions of a Loan Agreement executed as of September 15, 2005 by and among Mortgagor, Mortgagee and Lender, which was modified by (a) a letter agreement executed as of September 14, 2007 between Mortgagor, Mortgagee and Lender, (b) a letter agreement executed as of January 14, 2008 between Mortgagor, Mortgagee and Lender, and (c) a letter agreement executed as of March 14, 2008 between Mortgagor, Mortgagee and Lender (collectively, the "**Prior Loan Agreement**").

B. As security for the Prior Note, Mortgagor executed in favor of Mortgagee a Mortgage, Assignment of Leases and Rents and Security Agreement, dated September 15, 2005 and recorded in Official Records Book 23794, at Page 1364, of the Public Records of Miami-Dade County, Florida (the "**Mortgage**"), which encumbers the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**").

C. Mortgagor has requested an additional $6,570,000 loan which Lender is willing to make to Mortgagor. In connection with such additional loan, Mortgagor has

---

Note to Recorder: All documentary stamp and intangible taxes were paid on the Prior Notes (defined in Recital A above) at the time of the recordation of the instruments recorded at ORB 23794, at Page 1364. Documentary stamp and intangible taxes due in connection with the $6,570,000 additional indebtedness evidenced by the A&R Notes (defined in Recital C above) are being paid in connection with the recordation of this Mortgage Modification

executed of even date herewith an Amended and Restated Renewal Promissory Note in favor of Lender, and in the stated principal amount of $26,100,000.00 (the "**A&R Note**"), which amends, restates and renews the Prior Note and increases the stated principal amount by $6,570,000.00. The $6,570,000 loan increase shall be disbursed subject to the terms and conditions contained in the A&R Loan Agreement (defined in the Preamble to this Mortgage Modification), which amends and restates the Prior Loan Agreement.

D. In connection with the execution of the A&R Note and the A&R Loan Agreement, Mortgagor and Mortgagee desire hereby to modify the Mortgage as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.

2. The additional $6,570,000.00 indebtedness evidenced by the A&R Note constitutes a future advance under Section 24 of the Mortgage.

3. The Mortgage as hereby modified now secures the A&R Note, to the same extent and with the same force and effect as if the A&R Note had been executed and delivered by Mortgagor to Lenders at the time of the execution and delivery of the Mortgage to Mortgagee.

4. Mortgagor represents and warrants to Mortgagee that Mortgagor has not as of the date hereof filed for record (pursuant to Florida Statutes 697.04(1)(b)) a notice limiting the maximum amount which may be secured by the Mortgage.

5. All references in the Mortgage to the term "Loan" shall hereinafter be deemed to mean the $26,100,000 loan from the Lenders to Mortgagor as evidenced by the A&R Note (as such term is defined in Recital C above).

6. All references in the Mortgage to the term "Notes" shall hereinafter be deemed to mean the A&R Note (as such term is defined in Recital C above), as the same may be amended, modified or extended from time to time.

7. All references in the Mortgage to the term "Loan Agreement" shall hereinafter be deemed to mean the A&R Loan Agreement (as such term is defined in the preamble to this Agreement).

8. Mortgagee's agreement to enter into the loan increase and maturity date extension contemplated by this Mortgage Modification and the other loan modification documents executed in connection herewith is not and shall not be deemed to be a waiver of any of Mortgagee's rights or remedies contained in the Mortgage and the other Loan Documents as a result of the death of one Guarantor prior to the date this Mortgage Modification is actually executed Mortgagee.

9. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Mortgage, as modified hereby.

10. This Mortgage Modification shall not be construed as a waiver, express or implied, of any of Mortgagee's rights contained in the Mortgage, as modified hereby.

11. The Mortgage hereby remains unchanged and in full force and effect except as modified hereby, and the Mortgagor hereby ratifies and reaffirms all of the terms thereof. This Mortgage Modification shall not be deemed a novation of all or any portion of the Mortgage or the liens created thereby.

12. This Mortgage Modification may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this instrument to be executed as of the day and year first hereinbefore written.

MORTGAGOR:

Signed, sealed and delivered
in the presence of:

396 ALBAMBRA, LLC,
a Florida limited liability company

By: Agave Florida Investments LLC,
a Florida limited liability company,
its Member

By: _____
Hector Fernandez, Manager

and

By: Alhambra Investors, LLC,
a Florida limited liability company,
its Member

By: OKA Alhambra, LLC,
a Florida limited liability company,
its Managing Member

By: _____
Eduardo Avila, Manager

[Print Name]

[Print Name]

[Print Name]

[Print Name]

[Mortgagee signature page to follow.]

MORTGAGEE:

Print Name: _____

Print Name: _____

HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, as Agent

By: _____
Michael Wadler, Vice President

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

The foregoing Instrument was acknowledged before me this 30 day of June, 2009, by Hector Fernandez, the Manager of Agave Florida Investments LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

[SEAL]

MERCEDES M. SELLEK
MY COMMISSION # DD 878258
EXPIRES: May 30, 2013
Bonded Thru Budget Notary Services

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

The foregoing Instrument was acknowledged before me this 30 day of June, 2009, by Eduardo Avila, the Manager of OKA Alhambra, LLC, a Florida limited liability company, the Managing Member of Alhambra Investors, LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

[SEAL]

MERCEDES M. SELLEK
MY COMMISSION # DD 878258
EXPIRES: May 30, 2013
Bonded Thru Budget Notary Services

JOANN HINDS
Print Name:

Joan K Johnson
JOAN K JOHNSON
Print Name:

MORTGAGEE:

HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, as Agent

By: _____
Michael Wadler, Vice President

~~STATE OF FLORIDA)~~
: ss.:
COUNTY OF _____)

The foregoing Instrument was acknowledged before me this _____ day of June, 2009, by Hector Fernandez, the Manager of Agave Florida Investments LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____

[SEAL]

STATE OF FLORIDA)
: ss.:
COUNTY OF _____)

The foregoing Instrument was acknowledged before me this _____ day of June, 2009, by Eduardo Avila, the Manager of OKA Alhambra, LLC, a Florida limited liability company, the Managing Member of Alhambra Investors, LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____

[SEAL]

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

The foregoing instrument was acknowledged before me this 6th day of July, 2009, by Michael Wadler, a Vice President of HSBC Realty Credit Corporation (USA), a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced _____ as Identification.

Notary Public, State of Florida
Print Name: JOANN HINDS
My Commission Expires: _____

[SEAL]

6270090_v2

JOANN HINDS
Notary Public - State of Florida
My Commission Expires Nov 4, 2009
Commission # DD 483372
Bonded By National Notary Assn.

SCHEDULE A
[Legal Description]

PARCEL I:

Lot 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.
LESS
The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.
LESS
A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27, of said CORAL GABLES SECTION K described as follows:
Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida;
AND
All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;
LESS
The East 0.10 feet of said Lot 10 in Block 27, and FURTHER EXCEPTING THEREFROM as a Public Alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.
LESS
A portion of Lot 48 in Block 27 of CORAL GABLES SECTION K, according to the plat thereof, recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.
AND
B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27, of CORAL GABLES SECTION K, according to the plat thereof as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida,
LESS
The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a Public Alley.
LESS
A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

CFN 2012R0470606
OR Bk 28175 Pgs 0223 - 231; (9pgs)
RECORDED 07/05/2012 10:43:51
MTG DOC TAX 48,650.00
INTANG TAX 27,800.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Was Prepared by:
John F. Halula, Esq.
HOLLAND & KNIGHT LLP
701 Brickell Avenue, 30th Floor
Miami, Florida 33131

SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT, AND NOTICE OF FUTURE ADVANCE

This Second Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance (the "**Mortgage Modification**") is executed as of the 15th day of June, 2012 by and between **396 ALHAMBRA, LLC**, a Florida limited liability company (the "**Mortgagor**"), having an office at 2601 South Bayshore Drive, Suite 1215, Miami, Florida 33133, and **HSBC REALTY CREDIT CORPORATION (USA)**, a Delaware corporation (the "**Mortgagee**"), having an office at 452 Fifth Avenue, Third Floor, New York, New York 10018, as Agent for the benefit of the Lenders under a Second Amended and Restated Loan Agreement executed of even date herewith by and among Mortgagor, HSBC Realty Credit Corporation (USA), and such other lending institutions which may become parties thereto, as lenders (individually, a "**Lender**" and collectively, the "**Lenders**") and Mortgagee, as Agent (the "**A&R Loan Agreement**").

RECITALS:

A. Lenders previously made a loan (the "**Loan**") to Mortgagor as evidenced by an Amended and Restated Renewal Promissory Note executed as of March 14, 2009 by Mortgagor in favor of Lender, and in the stated principal amount of $26,100,000.00, as modified by a maturity date extension letter agreement executed as of March 15, 2012 by Mortgagor, Mortgagee, Lender, and the Loan guarantors (collectively, the "**Prior Note**"), which was funded pursuant to the terms and conditions of an Amended and Restated Loan Agreement executed as of March 14, 2009 by Mortgagor, Mortgagee and Lenders, as modified by a maturity date extension letter agreement executed as of March 15, 2012 by Mortgagor, Mortgagee, Lender, and the Loan guarantors (collectively, the "**Prior Loan Agreement**").

B. Mortgagor's obligations under the Prior Note and the Prior Loan Agreement are secured inter alia by a Mortgage, Assignment of Leases and Rents and Security Agreement, executed as of September 15, 2005 by Mortgagor in favor of Mortgagee, and recorded in Official Records Book 23794, at Page 1364, of the Public Records of Miami-Dade County, Florida, as modified by a First Modification of Mortgage, Assignment of Leases and Rents, and Security Agreement, and Notice of Future Advance executed as of March 14, 2009 by Mortgagor and Mortgagee, and recorded in Official Records Book 26960, at Page 3743, of the Public Records of Miami-Dade County, Florida (collectively, the "**Mortgage**"), which encumbers the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**").

C. Mortgagor has requested an additional $13,900,000 loan which Lender is willing to make to Mortgagor. In connection with such additional loan, Mortgagor has executed of even date herewith an

Note to Recorder: All documentary stamp and intangible taxes were paid on the Prior Notes (defined in Recital A above) at the time of the recordation of the instruments recorded at ORB 23794, at Page 1364, and at ORB 26960, at Page 3743. Documentary stamp and intangible taxes due in connection with the $13,900,000 additional indebtedness evidenced by the A&R Note (defined in Recital C above) are being paid in connection with the recordation of this Mortgage Modification

Amended and Restated Renewal Promissory Note in favor of Lender, and in the stated principal amount of $40,000,000.00 (the "**A&R Note**"), which amends, restates and renews the Prior Note (which had an outstanding principal balance of $23,658,677.22 and a previously unfunded amount of $2,441,322.78 immediately prior to being so restated) and increases the stated principal amount by $13,900,000.00.

D. In connection with the execution of the A&R Note, Mortgagor, Mortgagee and Lenders are executing the A&R Loan Agreement.

E. Mortgagor and Mortgagee desire hereby to modify the Mortgage as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.

2. The additional $13,900,000.00 indebtedness evidenced by the A&R Note constitutes a future advance under Section 24 of the Mortgage.

3. The Mortgage as hereby modified now secures the A&R Note, to the same extent and with the same force and effect as if the A&R Note had been executed and delivered by Mortgagor to Lenders at the time of the execution and delivery of the Mortgage to Mortgagee.

4. Mortgagor represents and warrants to Mortgagee that Mortgagor has not as of the date hereof filed for record (pursuant to Florida Statutes 697.04(1)(b)) a notice limiting the maximum amount which may be secured by the Mortgage.

5. All references in the Mortgage to the term "Loan" shall hereinafter be deemed to mean the $40,000,000 loan from the Lenders to Mortgagor as evidenced by the A&R Note (as such term is defined in Recital C above).

6. All references in the Mortgage to the term "Notes" shall hereinafter be deemed to mean the A&R Note (as such term is defined in Recital C above), as the same may be amended, modified or extended from time to time.

7. All references in the Mortgage to the term "Loan Agreement" shall hereinafter be deemed to mean the A&R Loan Agreement (as such term is defined in the preamble to this Agreement).

8. Mortgagee's agreement to enter into the loan increase and maturity date extension contemplated by this Mortgage Modification and the other loan modification documents executed in connection herewith is not and shall not be deemed to be a waiver of any of Mortgagee's rights or remedies contained in the Mortgage and the other Loan Documents as a result of the death of one Guarantor prior to the date this Mortgage Modification is actually executed Mortgagee.

9. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Mortgage, as modified hereby.

10. This Mortgage Modification shall not be construed as a waiver, express or implied, of any of Mortgagee's rights contained in the Mortgage, as modified hereby.

11. The Mortgage hereby remains unchanged and in full force and effect except as modified hereby, and the Mortgagor hereby ratifies and reaffirms all of the terms thereof. This Mortgage Modification shall not be deemed a novation of all or any portion of the Mortgage or the liens created thereby.

12. This Mortgage Modification may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

[Signature page to follow]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Second Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance to be executed as of the day and year first hereinbefore written.

Signed, sealed and delivered
in the presence of:

Brian Gifkin
[Print Name]

Jose Antonio Diz
[Print Name]

[Print Name]

[Print Name]

MORTGAGOR:

396 ALBAMBRA, LLC,
a Florida limited liability company

By: Agave Florida Investments LLC,
a Florida limited liability company,
its Member

By: Hector Fernandez, Manager

and

By: Alhambra Investors, LLC,
a Florida limited liability company,
its Member

By: OKA Alhambra, LLC,
a Florida limited liability company,
its Managing Member

By: Eduardo Avila, Manager

Print Name:

Print Name:

MORTGAGEE:

HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, as Agent

By: Michael Wadler, Vice President

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Second Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance to be executed as of the day and year first hereinbefore written.

Signed, sealed and delivered
in the presence of:

_____
_____
[Print Name]

_____
_____
[Print Name]

Luisa Gomez
Luisa Gomez
[Print Name]

Elissa M. Otto-Villamar
ELISSA M. OTTO-VILLAMAR
[Print Name]

MORTGAGOR:

396 ALBAMBRA, LLC,
a Florida limited liability company

By: Agave Florida Investments LLC,
a Florida limited liability company,
its Member

By:_____
Hector Fernandez, Manager

and

By: Alhambra Investors, LLC,
a Florida limited liability company,
its Member

By: OKA Alhambra, LLC,
a Florida limited liability company,
its Managing Member

By:_____
Eduardo Avila, Manager

Joan K Johnson
JOAN K JOHNSON
Print Name:

John Halula
John Halula
Print Name:

MORTGAGEE:

HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, as Agent

By:_____
Michael Wadler, Vice President

Acknowledgment of H. Fernandez:

STATE OF ~~FLORIDA~~ Illinois)
: ss.:
COUNTY OF Cook)

The foregoing Instrument was acknowledged before me this 15 day of June, 2012, by Hector Fernandez, the Manager of Agave Florida Investments LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

Notary Public, State of ~~Florida~~ Illinois

[SEAL] "OFFICIAL SEAL" SUSAN M. HEDA Notary Public, State of Illinois My Commission Expires 10/21/12

Print Name: Susan M. Heda

My Commission Expires: 10/21/12

Acknowledgment of E. Avila on following page:

~~STATE OF FLORIDA~~)
: ss.:
COUNTY OF ~~Miami-Dade~~)

The foregoing Instrument was acknowledged before me this 15 day of June, 2012, by Eduardo Avila, the Manager of OKA Alhambra, LLC, a Florida limited liability company, the Managing Member of Alhambra Investors, LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

Notary Public, State of Florida

[SEAL] LUISA GOMEZ MY COMMISSION # EE108493 EXPIRES September 27, 2015 (407) 398-0153 FloridaNotaryService.com

Print Name: Luisa Gomez

My Commission Expires:

(original)

~~STATE OF FLORIDA)~~
: ss.:
COUNTY OF _____)

The foregoing Instrument was acknowledged before me this _____ day of June, 2012, by Hector Fernandez, the Manager of Agave Florida Investments LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

_____
Notary Public, State of Florida

[SEAL]

Print Name: _____

~~My Commission Expires:~~

STATE OF FLORIDA)
: ss.:
COUNTY OF Miami-Dade)

The foregoing Instrument was acknowledged before me this 15 day of June, 2012, by Eduardo Avila, the Manager of OKA Alhambra, LLC, a Florida limited liability company, the Managing Member of Alhambra Investors, LLC, a Florida limited liability company, a Member of 396 Alhambra, LLC, a Florida limited liability company, on behalf of 396 Alhambra, LLC. Such person is personally known to me (YES) or (NO) or has produced _____ as identification.

_____
Notary Public, State of Florida

[SEAL]

LUISA GOMEZ
MY COMMISSION # EE108493
EXPIRES September 27, 2015
(407) 398-0153 FloridaNotaryService.com

Print Name: Luisa Gomez

My Commission Expires:

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

The foregoing instrument was acknowledged before me this 2nd day of ~~June~~ July, 2012, by Michael Wadler, a Vice President of HSBC Realty Credit Corporation (USA), a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced _____ as Identification.

John Halula
Notary Public, State of Florida

[SEAL]

Print Name: John Halula

My Commission Expires:

11035354_v4

JOHN HALULA
MY COMMISSION # DD 868272
EXPIRES: June 20, 2013
Bonded Thru Notary Public Underwriters

Schedule "A"

Parcel I:
Lots 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.
LESS
The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.
LESS
A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:
Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:
A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.
AND
All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;
LESS
The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as a public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.
LESS
A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.
AND
B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.
LESS
The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a public alley.
LESS
A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27, of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

CFN: 20150003854 BOOK 29452 PAGE 2387
DATE:01/05/2015 12:49:26 PM
MTG DOC 51,658.25
INTANGIBLE 29,518.89
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

(Space Reserved for Clerk of the Court)

This instrument prepared by and after recording return to:

Name: Brenda J. Goerks, Esq.
Address: Akerman LLP
1 SE 3rd Avenue, 25th Floor
Miami, Florida 33131-1714

Note to Examiner: Payment of all Florida documentary stamp taxes and nonrecurring intangible taxes due with respect to the Second Note Modification (as defined herein) were previously paid on the indebtedness of $40,000,000.00 (the "Original Indebtedness") upon the recording of, and as evidenced by (i) that certain Mortgage, Assignment of Leases and Rents and Security Agreement recorded September 21, 2005 in Official Records Book 23794, Page 1364 of the Public Records of Miami-Dade County, Florida, (ii) as modified by that certain First Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance dated March 14, 2009 and recorded July 20, 2009 in Official Records Book 26960, Page 3743 of the Public Records of Miami-Dade County, Florida, and (iii) as further modified by that certain Second Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance dated June 15, 2012 and recorded July 5, 2012 in Official Records Book 28175, Page 0223 of the Public Records of Miami-Dade County, Florida (collectively, as amended from time to time thereafter, the "Initial Mortgage"). The amount outstanding under the Original Indebtedness is $35,240,556.18 which indebtedness is not being extinguished, but is merely being amended and restated pursuant to the Second Amended and Restated Renewal Promissory Note executed by Mortgagor in favor of Lender on even date hereof. The amount outstanding under the Original Indebtedness is exempt from further nonrecurring intangible taxes pursuant to Section 199.145(4) of the Florida Statutes. The Original Indebtedness is exempt from further documentary stamp taxes pursuant to Section 201.09 of the Florida Statutes. This Agreement increase the Original Indebtedness in the amount of up to $14,759,443.82 (the "Future Advance"). Documentary stamp tax in the amount of $51,658.25 and intangible tax in the amount of $29,518.88 due with respect to the Future Advance in the amount of $14,759,443.82 are being paid upon recordation of this Mortgage Modification and Future Advance Agreement.

MORTGAGE MODIFICATION AND FUTURE ADVANCE AGREEMENT

2nd This Mortgage Modification and Future Advance Agreement (the "**Agreement**") is effective this day of January, 2015, by and between **396 ALHAMBRA, LLC, a Florida limited liability company** (hereinafter referred to as "**Mortgagor**") whose address for purposes hereof is c/o Agave Holdings LLC, 2601 S. Bayshore Drive, Suite 250, Miami, Florida 33133, Attention: Jose Antonio Perez Helguera , and **CITIBANK, N.A., a national banking association**, whose address for purposes hereof is 153 East 53rd Street, New York, New York 10043 (hereinafter referred to as "**Lender**"). Mortgagor and Lender as used herein shall include the heirs, personal representatives, successors and assigns, thereof and shall refer to the singular or the plural, masculine or feminine, as the context may require.

WITNESSETH:

A. WHEREAS, on September 15, 2005, Mortgagor executed in favor of HSBC Realty Credit Corporation (USA), a Delaware corporation, as Agent for the benefit of the Lenders under a Loan Agreement ("**HSBC**"), that certain Mortgage, Assignment of Leases and Rents and Security Agreement recorded September 21, 2005 in Official Records Book 23794, Page 1364 Public Records of Miami-Dade,

Florida (the "**Initial Mortgage**"). In addition to the Initial Mortgage, (i) an Assignment of Leases and Rents dated September 15, 2005 was recorded September 21, 2005 in Official Records Book 23794, Page 1397 of the Public Records of Miami-Dade County, Florida (the "**Initial ALR**") and (ii) an UCC Financing Statement was recorded September 21, 2005 in Official Records Book 23794, Page 1398 of the Public Records of Miami-Dade County, Florida (the "**Initial Financing Statement**"); and

B. WHEREAS, the Initial Mortgage, Initial ALR and Initial Financing Statement secured that certain Promissory Note (the "**Initial Note**") dated September 15, 2005 from Mortgagor in favor of HSBC in the original principal sum of $19,530,000.00 (the "**Initial Loan**"). Mortgagor also executed in favor of HSBC other documents further evidencing and securing the Initial Note; and

C. WHEREAS, on March 14, 2009 (i) the Initial Mortgage was amended by that certain First Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance entered by and between Mortgagor and HSBC, recorded July 30, 2009, in Official Records Book 26960, at Page 3743 of the Public Records of Miami-Dade County, Florida, (the "**First Mortgage Modification**") and (ii) the Initial ALR was amended by that certain First Modification of Assignment of Leases and Rents entered by and between Mortgage and HSBC, recorded July 30, 2009, in Official Records Book 26960, at Page 3750 of the Public Records of Miami-Dade County, Florida (the "**First ALR Modification**") (collectively, the First Mortgage Modification and First ALR Modification, hereinafter being referred to as the "**First Modification**"), and

D. WHEREAS, the Initial Mortgage, Initial ALR and Initial Financing Statement, as amended by the First Modification secured the Amended and Restated Renewal Promissory Note dated March 14, 2009 from Mortgagor in favor of HSBC in the original principal amount of $26,100,000.00 ("**First Note Modification**") which First Note Modification renewed, replaced and substituted the Initial Note (with enlargement of the aggregate outstanding principal balance of the Loan); and

E. WHEREAS, on April 13, 2010 the Initial Financing Statement was modified by that certain UCC Financing Statement Amendment continuation recorded in Official Records Book 27247, Page 2417 of the Public Records of Miami-Dade County, Florida (together with the Initial Financing Statement, the "**County Financing Statement**"); and

F. WHEREAS, on June 15, 2012 (i) the Initial Mortgage was further amended by that certain Second Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance entered by and between Mortgagor and HSBC, recorded July 5, 2012, in Official Records Book 28175, Page 223, of the Public Records of Miami-Dade County, Florida, (the "**Second Mortgage Modification**") (collectively, the Initial Mortgage, as amended by the First Mortgage Modification and Second Mortgage Modification, the "**Existing Mortgage**"), and (ii) the Initial ALR was further amended by that certain Second Modification of Assignment of Leases and Rents entered by and between Mortgagor and HSBC, recorded July 3, 2012, in Official Records Book 28175, Page 232, of the Public Records of Miami-Dade County, Florida (the "**Second ALR Modification**") (collectively, the Initial ALR, as amended by the First ALR Modification and the Second ALR Modification, the "**Existing ALR**") (collectively, the Second Mortgage Modification and Second ALR Modification, hereinafter being referred to as the "**Second Modification**"); and

G. WHEREAS, the County Financing Statement and the Initial Mortgage and Initial ALR, as amended by the Second Modification, secured that certain Amended and Restated Renewal Promissory Note dated June 15, 2012 from Mortgagor in favor of HSBC in the original principal amount of $40,000,000.00 (the "**Second Note Modification**") (collectively, the Initial Note, as amended by the First Note Modification and Second Note Modification, the "**Existing Note**") which Second Note Modification

renewed, replaced and substituted the First Note Modification (with enlargement of the aggregate outstanding principal balance of the Loan); and

H. WHEREAS, the Existing Mortgage, Existing ALR, Existing Note, and the County Financing Statement have been assigned by HSBC to Lender by virtue of that certain Assignment of Note, Mortgage and Other Collateral Documents dated as of even date hereof and recorded or to be recorded in the Public Records of Miami-Dade County, Florida. The Existing Mortgage, the Existing ALR, the Existing Note, and the County Financing Statements shall sometimes hereinafter be collectively referred to herein as the "**Loan Documents**"; and

I. WHEREAS, the Loan Documents evidence and secure the Loan; and

J. WHEREAS, the lien of the Exiting Mortgage, constitutes a first lien, paramount to all others on the property described in **Exhibit "A"** (the "**Property**") attached hereto and made a part hereof; and

K. WHEREAS, Mortgagor has requested that Lender take an assignment of the Loan Documents from HSBC and modify certain terms and conditions thereof; and

L. WHEREAS, Mortgagor has further requested, and Lender has agreed to make a future advance loan in the amount of $14,759,443.82 (the "**Future Advance**") to be advanced under the terms of the New Mortgage (as hereinafter defined), the New Note (as hereinafter defined), and the Credit Agreement (as hereinafter defined); and

M. WHEREAS, Lender is amendable to giving Mortgagor the Future Advance and to modify the loan documents, provided Mortgagor enters into this Agreement, and other agreements, documents and instrument securing or otherwise pertaining to the obligations,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sum of $10.00 and other good and valuable consideration, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein as though set forth in full herein.

2. Mortgagor represents, warrants and covenants that the total outstanding principal balance of the Existing Note as of the date hereof is $35,240,556.18.

3. On even date herewith, Mortgagor and Lender have entered into (i) a Credit Agreement (the "**Credit Agreement**") which modifies the terms and conditions of the Loan, and (ii) Mortgagor has executed in favor of Lender a certain Second Amended and Restated Renewal Promissory Note in the principal amount of up to $50,000,000.00 (the "**New Note**"). The Existing Mortgage, as amended and restated by the New Mortgage (as hereinafter defined), shall continue to secure all indebtedness and obligations of the Mortgagor to the Lender owing under the New Note.

4. Mortgagor and Lender agree and stipulate that the Amended and Restated Mortgage, Assignment of Rents and Leases and Security Agreement attached hereto as **Exhibit "B"** and made a part hereof (the "**New Mortgage**") hereby amends, replaces, supersedes and completely restates in its entirety the Existing Mortgage, but that the lien priority of this New Mortgage shall relate back to the initial date of recording date of the Existing Mortgage.

5. Mortgagor acknowledges and agrees that the total indebtedness owed by Mortgagor to Lender shall be repaid in accordance with the terms of the New Note and the Credit Agreement and that the New Note is secured by the lien of the Existing Mortgage as the same has been amended and restated by the New Mortgage. The Existing Mortgage, as modified by this Agreement and the New Mortgage, shall continue to secure all of the obligations of Mortgagor to Lender whether now existing or hereafter created.

6. The Mortgagor hereby ratifies and re-affirms all of the terms and conditions of the Loan Documents and Mortgagor does hereby acknowledge, certify, affirm and represent with full knowledge: (a) that Lender is acting in reliance thereon in the execution of this Agreement and that there are no claims, offsets, breaches of any agreement, document or writing relating directly or indirectly to the Existing Mortgage, the Existing ALR, the Existing Note, the New Note and the New Mortgage; (b) that there exists no matter, item or thing that would diminish or reduce the amount owed under the Existing Note and/or the New Note; (c) or any action or causes of action by the Mortgagor or any person dealing with the Mortgagor against Lender directly or indirectly relating to the Existing Mortgage, the Existing ALR, the Existing Note, the New Note and the New Mortgage, and the Mortgagor affirms there is no offset or defense as to the principal indebtedness owed by Mortgagor to Lender as of this date. Mortgagor further acknowledges that all representations and warranties made by the Mortgagor in the Loan Documents remain true and correct as of this date.

7. Mortgagor warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Property other than the first lien of the Existing Mortgage and the New Mortgage and that the Existing Mortgage and the New Mortgage are binding upon the Mortgagor, its successors and assigns, that no agreement, oral or otherwise, has been made by any of Lender's employees, agents, officers or directors to further extend or modify the Existing Note or the New Note.

8. AS A MATERIAL INDUCEMENT FOR LENDER TO EXECUTE THIS AGREEMENT, MORTGAGOR DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH MORTGAGOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MORTGAGOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE HEREOF WITH RESPECT TO THE LOAN DOCUMENTS. MORTGAGOR FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF LENDER'S EXECUTION OF THIS AGREEMENT, MORTGAGOR COVENANTS WITH AND WARRANTS UNTO LENDER, AND ITS AFFILIATES AND ASSIGNS, THAT THROUGH THE DATE HEREOF, THERE EXISTS NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST LENDER OR THE OBLIGATION OF MORTGAGOR TO PAY THE INDEBTEDNESS TO LENDER WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

9. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the first lien priority of the Existing Mortgage and/or the New

Mortgage, and that all sums advanced in connection herewith shall have the same priority as the sums originally secured under the Existing Mortgage.

10. Mortgagor agrees to pay all fees and costs related to the recording of this Agreement and as set forth by Lender, including but not limited to any intangible tax and documentary stamps, and any interest or penalties resulting therefrom and Mortgagor further agrees to indemnify and hold Lender harmless from the payment of any such fees, costs, interest and penalties.

11. Except as modified herein, all of the terms, covenants and conditions of the Loan Documents are hereby ratified and confirmed in all respects.

12. This Agreement shall be binding upon and inure to the benefit of the Mortgagor, Lender, and their respective heirs, personal representatives, successors and assigns, and the terms and provisions hereof, as well as the representations and warranties contained herein shall survive the execution and delivery hereof.

13. MORTGAGOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING IN TO THIS AGREEMENT WITH MORTGAGOR.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Mortgagor and Lender have caused these presents to be duly signed and delivered as of the date herein first above written.

Signed, Sealed and Delivered
In the Presence of:

PRINT NAME OF WITNESS BELOW:

PRINT NAME OF WITNESS BELOW:

396 ALHAMBRA, LLC, a Florida limited liability company

By:_____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me on December 29, 2014, by Jose Antonio Perez Helguera, as Manager of 396 Alhambra, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced _____ as identification.

ELAYNE CASTELLANOS
MY COMMISSION EXPIRES AUG 07, 2018
#FF148984
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
Print Name: ELAYNE CASTELLANOS
My Commission Expires:
AUGUST 7, 2018.

[Lender's Execution Page]

Signed, Sealed and Delivered In the Presence of:

Olga Ochoa
PRINT NAME OF WITNESS BELOW:
OLGA OCHOA

Gilberto Ochoa
PRINT NAME OF WITNESS BELOW:
GILBERTO OCHOA

CITIBANK, N.A., a national banking association

By: _____
Name: Ricardo Castellari
Title: Director

STATE OF NEW NEW JERSEY)
)SS
COUNTY OF Bergen)

The foregoing instrument was acknowledged before me this 22nd day of December, 2014, Ricardo Castellari, as Director of **CITIBANK, N.A., a national banking association**, on behalf of the association. He is personally known to me or has produced NJ Driver's License #C0774 65500 07672 as identification.

_____
NOTARY PUBLIC, STATE OF NEW JERSEY
Paul Yeol Yoo
(Print, Type or Stamp Commissioned Name of Notary Public)

OFFICIAL SEAL
PAUL YEOL YOO
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires 06-02-2018
PUBLIC
NEW JERSEY

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel I:

Lots 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

AND

B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a Public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27, of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

NEW MORTGAGE

(See Attached)

AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

Dated: January 2, 2015

396 Alhambra, LLC,
a Florida limited liability company,
Mortgagor

to

CITIBANK, N.A.,
a national banking association,
Mortgagee

AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "**Mortgage**") is made as of January 2, 2015 by 396 Alhambra, LLC, a Florida limited liability company (the "**Mortgagor**"), whose address is c/o Agave Holdings LLC, 2601 S. Bayshore Drive, Suite 250, Miami, Florida 33133, Attention: Jose Antonio Perez Helguera, in favor of CITIBANK, N.A., a national banking association (the "**Mortgagee**"), whose address is 153 East 53rd Street, New York, New York 10043.

WITNESSETH:

WHEREAS, this Mortgage is given to secure a loan (the "**Loan**") in the principal sum of up to FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00) pursuant to that certain Credit Agreement, dated as of the date hereof, between Mortgagor and Mortgagee (as the same may be amended, restated, replaced supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Loan is evidenced by that certain Second Amended and Restated Renewal Promissory Note in the principal amount of the Loan, dated the date hereof and made by Mortgagor to Mortgagee (such Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter collectively referred to as the "**Note**"); and

WHEREAS, Mortgagor desires to secure the payment and performance of the obligations of the Loan Parties under the Credit Agreement, the Note, this Mortgage, and the other Loan Documents. The principal amount of the Note outstanding from time to time, together with accrued interest and all other sums, obligations and indebtedness evidenced by the Note, or described or referred to in this Mortgage or in any of the other Loan Documents are herein collectively referred to herein as the "**Indebtedness**." This Mortgage secures the Indebtedness and the Obligations of the Loan Parties under the Loan Documents and any and all additional advances made by the Mortgagee in its discretion to protect or preserve the Mortgaged Property or the lien or security interest created hereby in the Mortgaged Property, or for any other purpose provided herein or in the Loan Documents (whether or not the original Mortgagor remains the owner of the Mortgaged Property) (collectively the "**Secured Obligations**"). Capitalized terms used but not otherwise defined in this Mortgage shall have the meaning given to such terms in the Credit Agreement.

NOW, THEREFORE, in consideration of the Mortgaged Property (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the punctual payment by Mortgagor when due of the Secured Obligations and the performance and observance of all other covenants, obligations and liabilities of Mortgagor under this Mortgage, as the same may be extended, modified or renewed or repledged, Mortgagor does hereby irrevocably grant, bargain, sell, pledge, mortgage, warrant, convey, alien, remise, release, assign, transfer, set over, deliver, confirm and convey unto Mortgagee, its successors and assigns, upon the terms and conditions of this Mortgage, with power of sale and right of entry as provided hereinbelow (to the fullest extent permitted by applicable law), and creates a security interest in, each and all of the properties described in the Granting Clauses herein (which, together with all other property located therein or described in the Granting Clauses herein, is hereinafter collectively called the "**Mortgaged Property**").

GRANTING CLAUSES

All of Mortgagor's right, title and interest (whether now owned or hereafter acquired) in and to that certain real property located in the County of Miami-Dade in the State of Florida and as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all easements, rights-of-way, gaps, strips and gores of land, streets, ways, alleys, sewers, sewer rights, waters, water courses, water rights, privileges, licenses, tenements, hereditaments and appurtenances whatsoever, in any way appertaining to said real property, whether now owned or hereafter acquired by Mortgagor, and the (reversions, remainders, possessions, claims and demands in and to the same, and the rights of Mortgagor in and to the benefits of any conditions, covenants and restrictions now or hereafter affecting said real property (collectively, the "**Real Property**"), together with:

(a) (1) all things now or hereafter affixed to the Real Property, including all structures and improvements of every kind and description now or hereafter erected or placed thereon whether now owned or hereafter acquired by Mortgagor, and (2) all right, title and interest of Mortgagor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now or hereafter acquired), in and to all building materials, supplies and other property now or hereafter stored at or delivered to the Real Property or any other location for installation thereon, and any fixtures, fittings, machinery, appurtenances, appliances, furniture, furnishings equipment, apparatus, and personal property of every nature whatsoever now or hereafter located in or on, or attached to and used or intended to be used in connection with the Real Property, or in connection with the operation thereof or any construction or other work now or hereafter conducted thereon (all now or hereafter placed, attached, fixed or installed in such structures or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor including, without limitation, any of the following: partitions and screens; generators, boilers, compressors and engines; fuel, water and other pumps and tanks; irrigation equipment; refrigeration equipment; pipes and plumbing; elevators and escalators; sprinkler systems and other fire extinguishing machinery and equipment; heating, ventilating, air conditioning and air cooling ducts, machinery and equipment; gas and electric machinery and equipment; facilities used to provide utility services; laundry, drying, dishwashing and garbage disposal machinery or equipment; communication apparatus, including television, radio, music, and cable antennae and systems; attached floor coverings, rugs, carpets, window coverings, blinds, awnings, shades, curtains, drapes and rods; screens, storm doors and windows; stoves, refrigerators, dishwashers and other installed appliances; attached cabinets; trees, plants and other items of landscaping; and visual and electronic surveillance systems, now or hereafter located on the Real Property and all of such things whether now or hereafter placed thereon being hereby declared to be real property (the "**Equipment**")) (the items in (a)(1) and (2) being hereinafter collectively referred to as the "**Improvements**"); without limiting the foregoing, Mortgagor hereby grants to Mortgagee a security interest in all of its present and future "equipment", "personal property", "inventory", "general intangibles", "proceeds" and "accounts" (as said quoted terms are defined in the UCC) located at or on the Real Property and/or the Improvements and Mortgagee will have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by Mortgagor to Mortgagee, all of the rights and remedies of a "secured party" under the UCC. To the extent permitted under applicable law, this Mortgage will be deemed to be a "security agreement" (as defined in the UCC);

(b) all right, title and interest of Mortgagor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now owned or hereafter acquired), any and all plans, specifications, drawings, books, records, software,

documents, chattel paper and similar items relating to the Real Property or the Improvements, the operation thereof, any rights thereto or any interest therein;

(c) all Rents (as hereinafter defined) including, but not limited to, all payments arising from the rental of the Improvements, operation of the Mortgaged Property, including, without limiting the generality of the foregoing, (A) all accounts arising from the operation of the Mortgaged Property and (B) all proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom. "**Rents**" shall mean all (w) rents, additional rents, accounts (as defined in the UCC), accounts receivable, increases in rents, security deposits, advance rents, income, proceeds, earnings, royalties, revenues, issues, profits, rights, deposits, benefits and other payments due or to become due under, or otherwise derived from or relating to, the use or occupancy of the Mortgaged Property (including any claims (1) based on holdover by any lessee, (2) for damages sustained by Mortgagor, (3) in settlement for any claims of Mortgagor under or relating to any lease, (4) any fees or other amounts paid for the cancellation, surrender or early termination of any lease, or (5) arising under any Federal, state or other law as a result of or in connection with the bankruptcy or insolvency of any lessee and the rights to collect and receive all of the foregoing and to enforce, whether at law or in equity or by any other means, all provisions thereof or thereunder and all rights of Mortgagor relating thereto, (x) all rights, dividends and/or claims of any kind whatsoever relating to any leases (including damage, secured, unsecured, lien, priority and administration claims), including, without limitation, any and all (1) tax refunds, abatements and claims in tax certiorari proceedings, (2) utility deposits, credits or refunds, (3) lease surrender, termination, take-back or take-over fees, charges or payments, however characterized and (4) rights to recoupment of (I) allowances, non-accountable contributions, payments or other consideration paid, or the value of construction or work performed, (II) free rent conceded or allowed, (III) take-over, take-back or other assumption obligations paid, (IV) the cost of any other payments or inducements to or for the benefit of any tenant and (V) brokerage commissions paid or incurred, by Mortgagor from any tenant or other party under any lease, and all proceeds resulting therefrom, and together with the right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Mortgagee be necessary to preserve, protect or enforce such rights or claims, including the filing of any proof of claim in any insolvency proceeding under any state, Federal or other laws and any rights, claims or awards accruing to or to be paid to Mortgagor in its capacity as landlord under any lease, (y) income, royalties, revenues, issues, profits, proceeds, accounts receivable and other benefits now or hereinafter arising from the Mortgaged Property, or any part thereof, and (z) the proceeds of the sale of any property of Mortgagor in the ordinary course of business or otherwise, and proceeds of any business interruption or rent loss insurance;

(d) all damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive, either before or after any Event of Default, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Real Property, with the right in Mortgagee to receive and apply the same to the Secured Obligations;

(e) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of, the Real Property, and/or Improvements or any other Mortgaged Property or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Real Property, Improvements and/or any other Mortgaged Property;

(f) all right, title and interest of Mortgagor in and to all leases, subleases, lettings and, to the extent permitted by law, licenses affecting the Mortgaged Property, including, without limitation, any assignments thereof (including, without limitation, all guarantees of any such leases, assignments of leases and subleases and any claims (A) based on holdover by any lessee, (B) for damages sustained by Mortgagor, (C) in settlement for any claims of Mortgagor under or relating to any such leases, subleases, lettings and/or licenses, or (D) arising under any federal, state or other law as a result of or in connection with the bankruptcy or insolvency of any lessee) and, to the extent assignable, other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property heretofore or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (the "**Leases**");

(g) all reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Mortgaged Property, including, without limitation, all accounts established pursuant to the Credit Agreement, together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(h) all deposits made with respect to the Real Property and/or Improvements, including, but not limited to, any security given to utility companies by Mortgagor, and all advance payments of insurance premiums made by Mortgagor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance; and

(i) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with proceeds of any of the foregoing or proceeds thereof.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever, and Mortgagor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject only to the Permitted Encumbrances (as hereinafter defined), to Mortgagee against every person whomsoever may lawfully claim the same or any part thereof;

PROVIDED, HOWEVER, that if the Secured Obligations shall have been unconditionally and indefeasibly paid and performed in full, then, in such case, the liens, security interests, estates and rights granted by this Mortgage shall be satisfied and the estate, right, title and interest of Mortgagee in the Mortgaged Property shall cease, and upon payment to Mortgagee of all costs and expenses incurred for the preparation of the release hereinafter referenced and all recording costs if allowed by law, Mortgagee shall promptly satisfy and release this Mortgage of record and the lien hereof by proper instrument.

ARTICLE I
PERFORMANCE BY MORTGAGOR

Section 1.1. **Performance by Mortgagor**. Mortgagor shall pay or cause to be paid the applicable Secured Obligations of Mortgagor to Mortgagee and shall keep and fully perform each and every other obligation, covenant and agreement of it under the Loan Documents.

ARTICLE II
TAXES, UTILITIES AND INSURANCE

Section 2.1. **Payment of Taxes**. Mortgagor shall pay or cause to be paid all real estate and other taxes and assessments, license or permit fees, levies, fines, impositions, and any other similar claims, general and special, public and private, which are or may become a lien on any portion of, or interest in, the Mortgaged Property or which are assessed against or imposed upon any portion of, or interest in the Mortgaged Property or any part thereof (all of the foregoing being hereafter collectively called the "**Impounds**"). Mortgagor shall furnish Mortgagee with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments prior to the applicable delinquency date therefor in accordance with **Section 5.3(m)** of the Credit Agreement. Notwithstanding the foregoing, Mortgagor may, in good faith, by appropriate proceedings and upon notice to Mortgagee, contest the validity, applicability or amount of any asserted tax or assessment in accordance with **Section 10.6**.

Section 2.2. **Payment of Utilities, Assessments, Charges, Etc.** Mortgagor shall pay or cause to be paid, within thirty (30) days after notice of delinquency, all utility charges which may become a charge or lien against any portion of the Mortgaged Property for gas, electricity, water and sewer services furnished to the Mortgaged Property, all other assessments or charges of a similar nature, or assessments payable pursuant to any restrictive covenants, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such assessments or charges are or may become liens thereon and all ground rents, maintenance charges or other impositions or charges.

Section 2.3. **Additional Taxes**. In the event of the enactment after the date hereof of any law imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of trust deeds, mortgages or security agreements or the interest of the Mortgagee or secured party in the property covered thereby, or the manner of collection of such taxes, so as to adversely affect this Mortgage or the Secured Obligations or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay or cause to be paid such taxes, assessments, charges or liens, or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in either such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Secured Obligations to be and become due and payable in full ninety (90) days from the giving of such notice, and, in connection with such payment of the Secured Obligations, no prepayment premium or fee shall be due.

Section 2.4. **No Credits on Account of the Secured Obligations**. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Secured Obligations for any part of the Impounds assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Secured Obligations.

Section 2.5. **Documentary Stamp and Intangible Taxes**. Mortgagor represents and warrants to Mortgagee that Mortgagor and/or the other Loan Parties have paid (or have caused to be paid) in full all State of Florida and local intangible taxes and documentary stamp taxes (if any) required with respect to this Mortgage, the Note, the Credit Agreement and any of the other Loan Documents to which such taxes may apply, if any. If at any time the State of Florida or any applicable local jurisdiction shall determine that insufficient intangible tax or documentary stamp tax, if applicable, was paid in connection with this Mortgage or said other instruments or documents, or any amendment or modification hereof or thereof, or that additional intangible tax or documentary stamp tax, if applicable, is due with respect to the execution, delivery, recordation or enforcement hereof or thereof, then Mortgagor shall pay the same,

together with any interest or penalties or attorneys' fees incurred or imposed in connection with such taxes, and Mortgagor hereby agrees to indemnify and hold Mortgagee harmless against any such taxes, interest, penalties and attorneys' fees, whensoever the same may be incurred or imposed. If any such sums shall be advanced or paid by Mortgagee, they shall be included within the Secured Obligations, shall be paid to Mortgagee on demand, and shall bear interest at the default interest rate set forth in the Credit Agreement from the date advanced until the date repaid to Mortgagee. The indemnity set forth in this Section shall survive the full payment and performance of the Secured Obligations and the satisfaction of this Mortgage.

Section 2.6. **Insurance**. Mortgagor shall maintain or cause to be maintained, at Mortgagor's expense, in force and effect on the Mortgaged Property at all times while this Mortgage continues in effect the following insurance:

(a) Insurance against loss or damage to the Mortgaged Property by fire, windstorm, earthquake, lightning, tornado, and hail and against loss and damage by such other, additional risks as may be now or hereafter embraced by an "all-risk" form of insurance policy (including, but not limited to flood). The amount of such insurance shall be not less than one hundred percent (100%) of the replacement cost (insurable value) of the Improvements (as established by a MAI appraisal or update of an existing MAI appraisal), without reduction for depreciation. The determination of the replacement cost amount shall be adjusted annually to comply with the requirements of the insurer issuing such coverage or, at Mortgagee's election, by reference to such indices, appraisals or information as Mortgagee determines in its reasonable discretion in order to reflect increased value due to inflation. "**Replacement cost**," as used herein, means, with respect to the Improvements, the cost of replacing the Improvements without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Mortgagor shall also maintain insurance against loss or damage to furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Mortgaged Property and owned by Mortgagor from time to time.

(b) Commercial General Liability Insurance against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Mortgaged Property in amounts not less than $1,000,000 per occurrence and $2,000,000 in the aggregate plus umbrella coverage in an amount not less than $10,000,000, which insurance shall among other risks include coverage against liability arising out of the operation of any owned, non-owned or hired motor vehicles. Mortgagee hereby retains the right to periodically review the amount of said liability insurance and to require an increase in the amount of said liability insurance should Mortgagee deem an increase to be reasonably prudent under then existing circumstances.

(c) If the Improvements or any part thereof is situated in an area designated by the Federal Emergency Management Agency ("**FEMA** ") as a special flood hazard area (Zone A or Zone V), flood insurance in an amount equal to the lesser of: (a) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Secured Obligations if replacement cost coverage is not available for the type of building insured), or (b) the maximum insurance available under the appropriate National Flood Insurance Administration program. The maximum deductible for flood insurance shall be $10,000.00 or a higher minimum amount as required by FEMA or other applicable law.

(d) Worker's Compensation and Employer's Liability Insurance covering all appropriate persons as required by applicable law.

(e) Rent loss insurance in amounts adequate to cover continuing expenses during any period of repairs or restoration which amount shall at least be equal to the greater of (i) twelve (12)

month's gross rental income which would have been anticipated from the Mortgaged Property absent such rent interruption and (ii) twelve (12) month's anticipated debt service on the Loan.

(f) Such other insurance on the Mortgaged Property or on any replacements or substitutions thereof or additions thereto as may from time to time be required by Mortgagee to protect its interests in the Mortgaged Property.

All such insurance shall (i) be with insurers fully licensed and authorized to do business in the state within which the Mortgaged Property is located and which have and maintain a rating of at least (1) AA from Standard & Poors, or (2) A and the financial class X or above from A.M. Best Company, (ii) contain the complete address of the Mortgaged Property (or a complete legal description), (iii) be for terms of at least one year, with premium prepaid, (iv) be subject to the approval of Mortgagee as to insurance companies, amounts, content, forms of policies and expiration dates, and (v) include a standard, non-contributory, mortgagee clause naming EXACTLY:

Citibank, N.A.
c/o Credit Services and Control
1 Court Square
Long Island City, 29th Floor
New York, New York 11120
Attention: Caroline Marmo

(1) as an additional insured under all liability insurance policies, (2) as the first mortgagee and loss payee on all property insurance policies and (3) as the loss payee on all loss of rents or loss of business income insurance policies.

Mortgagor shall deliver to Mortgagee certificates or policies evidencing the insurance required to be maintained hereunder at least thirty (30) days before any such insurance shall expire. Mortgagor further agrees that each such insurance policy: (i) shall provide for at least thirty (30) days' prior written notice to Mortgagee prior to any policy reduction or cancellation for any reason other than non-payment of premium and at least ten (10) days' prior written notice to Mortgagee prior to any cancellation due to non-payment of premium; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Mortgagee in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor or any other person which might otherwise result in forfeiture of such insurance; (iii) shall waive all rights of subrogation against Mortgagee; (iv) unless otherwise specified above, shall have a maximum deductible of $10,000 (except for in the case of flood and earth movement, then $50,000); (v) shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to Mortgagee's approval; and (vi) may be in the form of a blanket policy, provided that Mortgagor hereby acknowledges and agrees that failure to pay any portion of the premium therefor which is not allocable to the Mortgaged Property or any other action not relating to the Mortgaged Property which would otherwise permit the issuer thereof to cancel the coverage thereof would require the Mortgaged Property to be insured by a separate, single-property policy and the blanket policy must properly identify and fully protect the Mortgaged Property as if a separate policy were issued for 100% of replacement cost at the time of loss and otherwise meet all of Mortgagee's applicable insurance requirements set forth in this **Section 2.6**. Mortgagor shall pay the premiums for such Policies (the "**Insurance Premiums**") as the same become due and payable and shall furnish to Mortgagee evidence of the renewal of each of the Policies with receipts for the payment of the Insurance Premiums or other evidence of such payment reasonably satisfactory to Mortgagee. The delivery to Mortgagee of the insurance policies or the certificates of insurance as provided above shall constitute an assignment of all proceeds payable under such insurance policies relating to the Mortgaged Property by Mortgagor to Mortgagee as further security

for the Secured Obligations. In the event of the foreclosure of this Mortgage, or other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the Secured Obligations, all right, title and interest of Mortgagor in and to all proceeds payable under such policies then in force concerning the Mortgaged Property shall thereupon vest in the purchaser at such foreclosure, or in Mortgagee or other transferee in the event of such other transfer of title. Approval of any insurance by Mortgagee shall not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Mortgage or evidence of their replacement or renewal as required herein, Mortgagee may, but shall not be obligated to, procure such insurance and Mortgagor shall pay all amounts advanced by Mortgagee therefor, together with interest thereon at the interest rate set forth in the Credit Agreement from and after the date advanced by Mortgagee until actually repaid by Mortgagor, promptly upon demand by Mortgagee. Mortgagee shall not be responsible for nor incur any liability for the failure of the insurer to perform, even though Mortgagee has caused the insurance to be placed with the insurer after failure of Mortgagor to furnish such insurance. Mortgagor shall not obtain insurance for the Mortgaged Property in addition to that required by Mortgagee without the prior written consent of Mortgagee, which consent will not be unreasonably withheld provided that (i) Mortgagee is a named insured on such insurance, (ii) Mortgagee receives complete copies of all policies or original certificates evidencing such insurance and (iii) such insurance complies with all of the applicable requirements set forth herein.

Section 2.7. **Escrow Deposits for Impounds and Insurance Premiums**. In order to secure the performance and discharge of Mortgagor's obligations under **Section 2.1** and/or **Section 2.6** of this Mortgage, but not in lieu of such obligations, Mortgagor shall upon written request of Mortgagee, pay over to Mortgagee, with each installment on the Note, an amount equal to 1/12th (if payments on the Note are made monthly) or 1/4th (if payments on the Note are made quarterly) of the Impounds and/or Insurance Premiums (each, as estimated by Mortgagee in its reasonable judgment). Upon request by Mortgagee, Mortgagor shall also pay to Mortgagee such additional funds as may be required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such Impounds or Insurance Premiums when due. No interest shall be payable to Mortgagor on any escrow deposits. Mortgagor promptly shall provide to Mortgagee all bills for Impounds and Insurance Premiums, together with any other documents required to enable Mortgagee to pay Impounds and Insurance Premiums when due. Notwithstanding anything to the contrary contained herein, upon the occurrence of any Event of Default, Mortgagee, at its option (but without any obligation), may apply to the reduction of the Indebtedness (in accordance with the terms of the Note) all of any portion of the escrow deposits held by Mortgagee.

ARTICLE III
CASUALTY AND CONDEMNATION

Section 3.1. **Proceeds and Restoration.** (a) Mortgagor shall give Mortgagee prompt written notice of the occurrence of any casualty affecting, or the institution of any proceedings for eminent domain or for the condemnation of, the Mortgaged Property or any portion thereof. Subject to **Sections 3.2** and **3.3**, Mortgagor shall promptly commence and diligently prosecute the completion of the repair and restoration of the Mortgaged Property as nearly as reasonably possible to the condition the Mortgaged Property was in immediately prior to such fire or other casualty with such alterations as may be approved by Mortgagee (the "**Restoration**") and otherwise in accordance with **Section 3.2**. All Insurance Proceeds and Condemnation Proceeds (as hereinafter defined) on the Mortgaged Property are hereby assigned to and shall be paid to Mortgagee and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. Mortgagor shall obtain Mortgagee's approval prior to any settlement, adjustment or compromise of any claims for loss, damage or destruction under any policy or policies of insurance or claims for Condemnation Proceeds. Mortgagee may participate in any suits or proceedings relating to any such proceeds, causes of action, claims,

compensation, awards or recoveries, and Mortgagee is hereby authorized, in its own name or in Mortgagor's name, to adjust any loss covered by insurance or any condemnation claim or cause of action, and to settle or compromise any claim or cause of action in connection therewith, and Mortgagor shall from time to time deliver to Mortgagee any instruments required to permit such participation.

Section 3.2. Damage and Destruction. The following provisions shall apply in connection with the Restoration of the Mortgaged Property:

(a) If the Net Proceeds shall be less than or equal to $100,000.00 (the "**Threshold Amount**") and the costs of completing the Restoration shall be less than or equal to the Threshold Amount, the Net Proceeds will be disbursed by Mortgagee to Mortgagor upon receipt, provided that all of the conditions (except items (G) and (H)) set forth in **Subsection 3.2(c)(i)** are met and Mortgagor delivers to Mortgagee a written undertaking to expeditiously commence and to satisfactorily complete with due diligence the Restoration in accordance with the terms of this Mortgage.

(b) If the Net Proceeds are greater than the Threshold Amount or the costs of completing the Restoration are greater than the Threshold Amount, the Net Proceeds shall be paid over to Mortgagee and, except as set forth below, shall be applied in the sole and absolute discretion of Mortgagee, without regard to the adequacy of Mortgagee's security hereunder, to the payment or prepayment of the Secured Obligations in such order as Mortgagee may determine, and any amounts so applied shall reduce the Secured Obligations *pro tanto*. The term "**Net Proceeds**" for purposes of this **Section 3.2** shall mean: (y) the net amount of all insurance proceeds received by Mortgagee pursuant to **Article II** as a result of such damage or destruction, after deduction of its reasonable costs and expenses (including, but not limited to, reasonable counsel fees), if any, in collecting same ("**Insurance Proceeds**"); or (z) the net amount of all awards and payments received by Mortgagee with respect to a taking referenced in **Section 3.3**, after deduction of its reasonable costs and expenses (including, but not limited to, reasonable counsel fees), if any, in collecting same ("**Condemnation Proceeds**"), whichever the case may be.

(c) (i) The Net Proceeds shall be made available to Mortgagor in accordance with the provisions of this **Subsection 3.2(c)** for Restoration provided that each of the following conditions are met:

(A) no monetary default or Event of Default shall have occurred and be continuing;

(B) in the event the Net Proceeds are Condemnation Proceeds, less than ten percent (10%) of the Real Property constituting the Mortgaged Property is taken;

(C) Mortgagor shall promptly commence the Restoration and diligently pursue the same to satisfactory completion;

(D) the Mortgaged Property and the use thereof after the Restoration will be in compliance with and permitted under applicable laws;

(E) in the event the Net Proceeds are Insurance Proceeds (including rent loss Insurance Proceeds), the insurance carrier has not denied liability or otherwise reserved any rights or defenses with respect to the payment of such Insurance Proceeds;

(F) the quality and character of the Mortgaged Property after the Restoration shall be at least equivalent to the quality and character of the Mortgaged Property immediately prior to such casualty or condemnation;

(G) the estimated time to complete the Restoration, as estimated by the Independent Architect (as hereinafter defined) if such Independent Architect is required in the reasonable discretion of Mortgagee, or as otherwise estimated in a manner acceptable to Mortgagee, does not (1) exceed the effective period of rent loss insurance available to Mortgagee on account of such casualty or condemnation or (2) extend beyond the Maturity Date;

(H) in the event the Net Proceeds are Insurance Proceeds, less than ten percent (10%) of the Improvements, calculated on the basis of the value of the Improvements immediately prior to the occurrence of such fire or other casualty were damaged or destroyed by fire or other casualty, in Mortgagee's reasonable judgment; and

(I) the taking, fire or casualty did not occur during the last six (6) months prior to the maturity of the Note.

(ii) The Net Proceeds shall be paid out from time to time as such Restoration progresses upon the written request of Mortgagor if the work for which payment is requested has been done in a good and workmanlike manner and substantially in accordance with the plans and specifications described below and satisfaction of the other conditions set forth in this **Section 3.2**, upon receipt of evidence (including partial lien waivers) satisfactory to Mortgagee that (A) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested disbursement) in connection with the Restoration have been paid for in full, and (B) there exist no notices of pendency, stop orders, mechanic's or materialman's liens or notices of intention to file same (other than notices of lien or other inchoate liens with respect to amounts not yet due and payable), or any other liens or encumbrances of any nature whatsoever on the Mortgaged Property arising out of the Restoration which have not either been fully bonded to the satisfaction of Mortgagee and discharged of record or in the alternative fully insured to the satisfaction of Mortgagee by the title company insuring the lien of this Mortgage.

(iii) All plans and specifications required in connection with a Restoration shall be reviewed by and be subject to the approval of an Independent Architect (if such Independent Architect is required for the preparation and processing of the plans for such Restoration in accordance with applicable building codes and regulations). Mortgagee shall have the use of the plans and specifications and all permits, licenses and approvals required or obtained in connection with the Restoration. The identity of the contractors, subcontractors and materialmen engaged in such Restoration, as well as the contracts under which they have been engaged, shall be subject to prior review and acceptance (such acceptance not to be unreasonably withheld) by the Independent Architect (if required) and by Mortgagee upon request. All costs and expenses incurred by Mortgagee in connection with making the Net Proceeds available for the Restoration including, without limitation, reasonable counsel fees and disbursements and the Independent Architect's fees, shall be paid by Mortgagor.

(iv) In no event shall Mortgagee be obligated to make disbursements of the Net Proceeds in excess of an amount equal to the costs actually incurred from time to time for work in place as part of the Restoration, as certified by the Independent Architect, if required, and if not, as certified by the contractor and Mortgagor, minus the Casualty Retainage. The term "**Casualty Retainage**" shall mean an amount equal to 10% of the costs actually incurred for work in place as part of

the Restoration, as certified by the Independent Architect and if no such Independent Architect is required, as certified by the contractor and Mortgagor, until the Restoration has been completed. The Casualty Retainage shall in no event, and notwithstanding anything to the contrary set forth above in this **Subsection 3.2(c)**, be less than the amount actually held back by Mortgagor from contractors, subcontractors and materialmen engaged in the Restoration. The Casualty Retainage shall not be released until (A) thirty (30) days after the Independent Architect certifies and, if no such Independent Architect is required, after the contractor and Mortgagor certify to Mortgagee that the Restoration has been completed in accordance with the provisions of this **Subsection 3.2(c)** and that all approvals necessary for the re-occupancy and use of the Mortgaged Property have been obtained from all appropriate governmental and quasi-governmental authorities, (B) Mortgagee receives evidence satisfactory to Mortgagee that the costs of the Restoration have been paid in full or will be paid in full out of the Casualty Retainage and (C) an endorsement to the title insurance policy insuring the lien of this Mortgage has been obtained (if obtainable) which insures that the priority of the lien of this Mortgage has not changed; provided, however, that Mortgagee will release the portion of the Casualty Retainage being held with respect to any contractor, subcontractor or materialman engaged in the Restoration as of the date upon which the Independent Architect certifies to Mortgagee (or if there is no Independent Architect, as of the date upon which the contractor and Mortgagor certify) that the contractor, subcontractor or materialman has satisfactorily completed all work and has supplied all materials in accordance with the provisions of the contractor's, subcontractor's or materialman's contract, and the contractor, subcontractor or materialman delivers the lien waivers and evidence of payment in full of all sums due to the contractor, subcontractor or materialman as may be reasonably requested by Mortgagee or by the title company insuring the lien of this Mortgage and such title company issues its endorsement insuring that the priority of the lien of this Mortgage has not changed. If required by Mortgagee, the release of any such portion of the Casualty Retainage shall be approved by the surety company, if any, which has issued a payment or performance bond with respect to the contractor, subcontractor or materialman.

(v) Mortgagee shall make disbursements of the Net Proceeds reasonably promptly after request by Mortgagor and satisfaction of the conditions set forth above.

(vi) If at any time the Net Proceeds or the undisbursed balance thereof shall not be sufficient to pay the balance of the total costs which are estimated by the Independent Architect to be incurred in connection with the completion of the Restoration, Mortgagor shall deposit with Mortgagee cash or Cash Equivalents in an amount equal to the deficiency (the "**Net Proceeds Deficiency**") before any further disbursement of the Net Proceeds shall be made. The Net Proceeds Deficiency deposited with Mortgagee shall be held by Mortgagee and shall be disbursed for costs actually incurred in connection with the Restoration on the same conditions applicable to the disbursement of the Net Proceeds, and until so disbursed pursuant to this **Subsection 3.2(c)** shall constitute additional security for the Secured Obligations.

(vii) The excess, if any, of the Net Proceeds (together with all earnings thereon, if any) and the remaining balance, if any, of the Net Proceeds Deficiency deposited with Mortgagee (together with all earning thereon, if any) shall be remitted by Mortgagee to Mortgagor, provided no Event of Default shall have occurred and be continuing under any of the Loan Documents, after the Independent Architect, if required, certifies to Mortgagee or if no such Independent Architect is required, after the contractor and Mortgagor certify, that the Restoration has been completed in accordance with the provisions of this **Subsection 3.2(c)**, and the receipt by Mortgagee of evidence satisfactory to Mortgagee that all costs incurred in connection with the Restoration have been paid in full or are being contested pursuant to **Section 10.6**.

(d) All Net Proceeds (together with all earnings thereon) not required (i) to be made available for the Restoration or (ii) to be returned to Mortgagor as excess Net Proceeds pursuant to

Subsection 3.2(c)(vii) may be retained and applied by Mortgagee after such funds are received toward the payment of the outstanding principal amount of the Note whether or not then due and payable or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor. If Mortgagee shall receive and retain Net Proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Mortgagee and actually applied reasonably by Mortgagee in reduction of the outstanding principal amount of the Note.

(e) The term "**Independent Architect**" shall mean an independent, nonaffiliated, regionally recognized licensed architect or engineer, as appropriate for the project to be undertaken or evaluated, selected by Mortgagor and reasonably approved by Mortgagee, licensed to practice in the state in which the Mortgaged Property is located and having at least five (5) years of relevant experience.

(f) Nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in **Section 3.1** hereof or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any other act done by Mortgagee to exercise its remedies hereunder.

Section 3.3. Condemnation. Mortgagor shall promptly give Mortgagee notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Mortgagee copies of any and all papers served in connection with such proceedings. Mortgagor shall, at its expense, diligently prosecute any such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Mortgagor shall continue to be responsible for the Secured Obligations and the Secured Obligations shall not be reduced until any award or payment therefor shall have been actually received and applied by Mortgagee, after the deduction of reasonable expenses of collection, to the reduction or discharge of the Secured Obligations. Mortgagee shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive interest at the rate or rates provided in the Note. If the Mortgaged Property or any portion thereof is taken by a condemning authority, all Condemnation Proceeds shall be paid to Mortgagee for application in accordance with **Section 3.2** and Mortgagor shall promptly commence and diligently prosecute the Restoration of the Mortgaged Property and otherwise comply with the provisions of **Section 3.2**. If the Mortgaged Property is sold, through foreclosure or otherwise; prior to the receipt by Mortgagee of the award or payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Secured Obligations.

ARTICLE IV
SECURITY AGREEMENT

Section 4.1. Security Agreement. Mortgagor (as debtor) hereby grants to Mortgagee (as creditor and secured party) a security interest in and lien on all Equipment, Improvements, fixtures and any other personal property and fixtures described in the Granting Clauses hereof and in any and all other assets of Mortgagor wherever located now or hereafter arising which is of a nature that a security interest therein can be created and perfected under the UCC, any and all renewals or replacements of or additions and substitutions to any of the foregoing items (including all proceeds of the mentioned items). This Mortgage is a self-operative security agreement and fixture filing for the purpose of creating and perfecting a security interest in all such personal property and fixtures. These security interests and liens shall secure all of the Secured Obligations. In addition to all rights and remedies specified in this

Mortgage, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Florida, as amended (the "**UCC**"), and other applicable law.

Section 4.2. After-Acquired Property. The lien of this Mortgage shall automatically attach, without further act, to all right, title and interest of Mortgagor in and to any and all after acquired property of the character or type described in the Granting Clauses set forth hereinabove relating solely and specifically to the Mortgaged Property.

ARTICLE V
ASSIGNMENT OF LEASES AND RENTS

Section 5.1. Assignment.

(a) Mortgagor does hereby absolutely and unconditionally assign to Mortgagee all Mortgagor's right, title and interest in and to the Leases and the Rents, and not as an assignment for additional security only. Mortgagor agrees to execute and deliver to Mortgagee such additional instruments, in form and substance satisfactory to Mortgagee, as may hereafter be reasonably requested by Mortgagee to further evidence and confirm such assignment. Nevertheless, subject to the terms of this paragraph and in accordance with the terms of the Credit Agreement, Mortgagee grants to Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect the Rents to the fullest extent permitted by applicable law. Mortgagor shall hold and apply the Rents in accordance with the terms of the Credit Agreement, and the Assignment of Leases and Rents. To the fullest extent permitted by applicable law, upon and during the continuance of an Event of Default, without the need for notice or demand, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to possession of all Rents, whether or not Mortgagee enters upon or takes control of the Mortgaged Property. Mortgagee is hereby granted and assigned by Mortgagor the right, at its option, upon revocation of the license granted herein, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license may be applied toward payment of the Secured Obligations in such priority and proportions as Mortgagee in its sole discretion shall deem proper to the fullest extent permitted by applicable law.

(b) All Leases entered into after the date of this Mortgage shall (i) provide that they are subordinate to this Mortgage, (ii) provide that the applicable tenant agrees to attorn to Mortgagee, at Mortgagee's option, (iii) be executed on the Mortgagor's standard form of lease approved by Mortgagee prior to the date hereof or such other form as may be approved in writing by Mortgagee. None of the Leases shall contain any option to purchase, any right of first refusal to lease which adversely affects the Mortgaged Property, any right of first refusal to purchase, any non-disturbance or similar recognition agreement, or any other similar provisions which adversely affect the Mortgaged Property or which might adversely affect the rights of any holder of the Loan without the prior written consent of Mortgagee. Mortgagor shall furnish Mortgagee with executed copies of all Leases now or hereafter existing within five (5) days of Mortgagor's request therefor.

(c) Notwithstanding anything contained herein to the contrary, with respect to any Lease in excess of 7,500 rentable square feet of space, Mortgagor shall not, without Mortgagee's prior written consent, enter into any such Lease. Except as permitted in Section 5.2(f) of the Credit Agreement, Mortgagor shall not, without Mortgagee's prior written consent, modify the terms of any Lease, agree to release any tenant or guarantor liable thereunder, or consent to the termination thereof prior to the stated expiration date.

(d) Mortgagor (i) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as

security for the Secured Obligations; (ii) shall promptly send copies to Mortgagee of all notices of default which Mortgagor shall send or receive thereunder; (iii) shall enforce all of the material terms, covenants and conditions contained in the Leases upon the part of the lessee thereunder to be observed or performed, short of termination thereof; (iv) shall not collect any of the Rents more than one (1) month in advance; (v) shall not execute any other assignment of the lessor's interest in the Leases or the Rents; (vi) shall use its best efforts to deliver to Mortgagee, upon request, tenant estoppel certificates from each tenant at the Mortgaged Property in form and substance reasonably satisfactory to Mortgagee; and (vii) shall deliver to Mortgagee, promptly after the Mortgagor enters into a new lease related to the Mortgaged Property or executes a modification of any existing Lease related to the Mortgaged Property, at Mortgagee's option, either (i) a copy of the final executed version of such new lease or lease modification, or (ii) an abstract summary thereof (which shall be true and correct to the knowledge of Mortgagor in form and substance reasonably satisfactory to Mortgagee.

ARTICLE VI
TRANSFERS, ALIENATION AND FURTHER ENCUMBRANCES

Section 6.1. **Transfers, Alienation and Further Encumbrances.** Mortgagor acknowledges that Mortgagee has relied upon the experience of Mortgagor in owning and operating the Mortgaged Property and properties similar to the Mortgaged Property in connection with the closing of the Loan evidenced by the Note. Accordingly, except as specifically permitted in the Credit Agreement and notwithstanding anything to the contrary contained in **Section 13.4**, in the event that the Mortgaged Property or any part thereof or interest therein shall be sold, conveyed, disposed of, alienated, hypothecated, leased, assigned, pledged, mortgaged, further encumbered or otherwise transferred or Mortgagor shall be divested of its title to the Mortgaged Property or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the prior written consent of Mortgagee being first obtained, which consent may be withheld in Mortgagee's sole discretion, then the same shall constitute an Event of Default and Mortgagee shall have the right, at its option, to declare any or all of the Secured Obligations, irrespective of the maturity date specified in the Note, immediately due and payable and to otherwise exercise any of its other rights and remedies contained in **Article XIII**.

Section 6.2. **Change of Ownership; Conversion.** Mortgagor shall not sell, assign, convey, hypothecate or otherwise transfer or permit the transfer of any legal or beneficial title or ownership interest (direct or indirect) in or to (i) all or any portion of the Mortgaged Property (other than by an approved Lease), or (ii) Mortgagor, in each case except as expressly permitted in the Credit Agreement, or any direct or indirect transfers of interest in Mortgagor that would cause a change in control to occur in violation of the Credit Agreement. In the event Mortgagor shall violate any of the restrictions contained in this **Section 6.2**, without the prior written consent of Mortgagee, then, at Mortgagee's option, Mortgagee may declare the Indebtedness to be due and payable immediately, and upon such declaration the Indebtedness shall immediately become and be due and payable without demand or notice. Mortgagee's consent hereunder shall be within its sole and absolute discretion. Mortgagor covenants and agrees that it shall not take any of the actions, or suffer any of the events, that would be a cause for acceleration of the Indebtedness pursuant to this Section, without the prior written consent of Mortgagee. If Mortgagor shall make or permit any prohibited transfer, assignment or disposition of any interest in the Mortgaged Property or Mortgagor, then Mortgagee shall have the right to deliver notices to, receive payments from, give waivers or consents to, and otherwise deal with, the assignee or transferee as though the assignee or transferee were obligated hereunder, but without discharging Mortgagor from any liability under this Mortgage or under the Note, and Mortgagor shall remain primarily liable, as a principal and not as a surety, for the payment of the Note and the performance of its obligations under this Mortgage. Mortgagor hereby waives all suretyship or similar defenses which might otherwise be available to it. Mortgagee's dealing with an assignee or transferee shall not be deemed a waiver of Mortgagor's covenants under this **Section 6.2**.

ARTICLE VII
PROPERTY MAINTENANCE

Section 7.1. **Operations.** Mortgagor shall operate and maintain the Mortgaged Property in the same manner or in a superior manner to the manner the Mortgaged Property is operated and maintained on the date hereof.

Section 7.2. **Management of Mortgaged Property.** Mortgagor agrees that, upon the termination for any reason of the current management company(ies) (including without limitation any operations, management, leasing, parking or other company engaged in connection with the Mortgaged Property or any portion thereof), if any, or the entrance of an agreement with any new management company, Mortgagee shall have the right to approve any new professional, leasing, operations, parking and or property management company. The foregoing management company(ies) shall be acceptable to Mortgagee, and Mortgagee shall approve the terms and conditions of the management agreement prior to Mortgagor's execution thereof.

ARTICLE VIII
REPORTING

Section 8.1. **Access Privileges and Inspections.** Mortgagee and the agents, representatives and employees of Mortgagee shall, subject to the rights of tenants, have full and free access to the Mortgaged Property and any other location where books and records concerning the Mortgaged Property are kept at all reasonable times and, except in the event of an emergency, upon reasonable (not less than twenty-four (24) hours) prior notice (which notice may be telephonic) for the purposes of inspecting and recording the condition and state of repair of the Mortgaged Property and of examining, copying and making extracts from the books and records of Mortgagor relating to the Mortgaged Property. Mortgagor shall lend assistance to all such agents, representatives and employees of Mortgagee.

ARTICLE IX
WARRANTIES AND COVENANTS

Section 9.1. **Warranty of Title.** Mortgagor warrants that (i) it has good and marketable title to the Mortgaged Property free and clear of all liens, charges and encumbrances of every kind and character, subject only to the permitted encumbrances as shown on the Mortgagee Title Insurance Policy with respect to the Mortgaged Property (the "**Permitted Encumbrances**"), (ii) this Mortgage is and will continue to remain a valid and enforceable first Mortgage lien on and security interest in the Mortgaged Property, subject only to Permitted Encumbrances, (iii) it has and will continue to have full power and lawful authority to encumber and convey the Mortgaged Property as provided herein and (iv) the Permitted Encumbrances do not and will not materially and adversely affect the use or operation of the Mortgaged Property as presently conducted or the value of the Mortgaged Property on the date hereof. Mortgagor further covenants that it will preserve such title and will forever warrant and defend the title to the Mortgaged Property unto Mortgagee against all claims whatsoever and will forever warrant and defend the validity, enforceability and priority of the lien of this Mortgage against the claims of all Persons and parties whomsoever. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by Mortgagee in the event Mortgagee acquires title to the Mortgaged Property by foreclosure or otherwise.

Section 9.2. **Waste; Alteration of Improvements.** Mortgagor shall not commit, suffer or permit any waste on the Mortgaged Property nor take or fail to take any actions that might invalidate any insurance carried on the Mortgaged Property. Mortgagor shall maintain the Mortgaged Property in good condition and repair and promptly repair any damage or casualty. Mortgagee shall maintain the

Mortgaged Property as such Mortgaged Property would customarily be maintained and operated by similarly situated owners and or landlords offering first-class office space for rent in the Miami-Dade County, Florida and in accordance with all requirements of Mortgagor set forth in the Leases. No part of the Improvements may be removed, demolished or materially altered, without the prior written consent of Mortgagee, which consent will not be unreasonably withheld.

Section 9.3. Zoning. Without the prior written consent of Mortgagee, Mortgagor shall not initiate, suffer, consent to, or acquiesce in any change in any private restrictive covenant, the zoning laws, conditions of use, or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof. Mortgagor shall comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property. Mortgagor shall keep all licenses, permits, franchises and other approvals necessary for the operation of the Mortgaged Property in full force and effect. If, under applicable zoning provisions, the use of all or any part of the Mortgaged Property is or becomes a nonconforming use, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Mortgagee. Further, without Mortgagee's prior written consent, Mortgagor shall not file or subject any part of the Mortgaged Property to any declaration of condominium or co-operative or convert any part of the Mortgaged Property to a condominium, co-operative or other form of multiple ownership and governance.

Section 9.4. Easements and Rights-of-Way. Mortgagor shall not grant any easement or right-of-way with respect to all or any portion of the Mortgaged Property without the prior written consent of Mortgagee not to be unreasonably withheld. The purchaser at any foreclosure sale hereunder may, at its discretion, disaffirm any easement or right-of-way granted in violation of any of the provisions of this Mortgage and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement or right-of-way. If Mortgagee consents to the grant of an easement or right-of-way, Mortgagee agrees to grant such consent without charge to Mortgagor other than expenses, including, without limitation, reasonable attorneys' fees, incurred by Mortgagee in the review of Mortgagor's request and in the preparation of documents effecting the subordination.

Section 9.5. Maintenance. The Improvements shall not be removed, demolished or materially altered without the consent of Mortgagee.

Section 9.6. INTENTIONALLY RESERVED.

Section 9.7. Liens and Liabilities.

(a) Discharge of Liens. Mortgagor will immediately pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property.

(b) Creation of Liens. Except as permitted pursuant to the Credit Agreement, Mortgagor will not, without the prior written consent of Mortgagee, create, place or permit to be created or placed or allow to remain any deed of trust, mortgage, trust deed, voluntary or involuntary lien, security interest or other encumbrance against or covering the Mortgaged Property, whether or not subordinate hereto other than the Permitted Encumbrances.

(c) No Consent. Nothing in this Mortgage shall be deemed or construed in any way as constituting the consent or request by Mortgagee, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for

any improvement, construction, alteration or repair of the Mortgaged Property. Mortgagor further agrees that Mortgagee does not stand in any fiduciary relationship to Mortgagor.

Section 9.8. Intentionally Deleted.

Section 9.9. Payments by Mortgagee.

(a) Mortgagor shall pay when due all payments and charges on all liens, encumbrances, ground and other leases (including, without limitation, security interests which affect or may affect or attach to or may attach to the Mortgaged Property, or any part thereof), and if Mortgagor is in default thereof, then Mortgagee shall have the right, upon five (5) days' prior notice to Mortgagor, but shall not be obligated, to pay such payments and charges and Mortgagor shall, on demand, reimburse Mortgagee for amounts so paid. In addition, upon default of Mortgagor beyond any applicable notice and grace period in the performance of any other terms, covenants, conditions or Secured Obligations by it to be performed hereunder or under any Lease or any such lien, encumbrance, lease or security interest, Mortgagee shall have the right upon five (5) days' prior notice to Mortgagor, but shall not be obligated, to cure such default in the name and on behalf of Mortgagor. All sums advanced and all expenses incurred by Mortgagee after a default by Mortgagor as described in the first sentence of this Section or as otherwise provided under applicable law shall be secured by the lien of this Mortgage and shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate set forth in the Credit Agreement. All interest payable hereunder shall be computed on the basis of a 360-day year over the actual number of days elapsed. Any such amounts advanced or incurred by Mortgagee, together with the interest thereon, shall be payable on demand.

(b) Mortgagor agrees to bear and pay all expenses (including reasonable attorneys' fees and disbursements for legal services of every kind) of or incidental to the administration or enforcement (by foreclosure or otherwise) of any provision hereof, or the enforcement, compromise or settlement of this Mortgage or the Secured Obligations, and for curing any Event of Default as provided herein or under applicable law, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 9.10. Occupation of the Mortgaged Property.

(a) Permits.

(i) Mortgagor represents and warrants to Mortgagee that it has all permits necessary for the operation and occupancy of the Mortgaged Property or any part thereof, including, but not limited to, a certificate of occupancy for the entire Improvements, which is valid and in full force and effect, a Board of Fire Underwriters Certificate, if any, for the entire Improvements and all required environmental permits, if any, all of which as of the date of the signing hereof are in full force and effect and not subject to any revocation, amendment, release, suspension, forfeiture or the like,

(ii) To the best of Mortgagor's knowledge, the present and/or contemplated use and/or occupancy of the Mortgaged Property does not conflict with or violate any Permit, and

(iii) Mortgagor has delivered to Mortgagee, prior to the signing hereof, a photocopy of such certificate of occupancy certified by Mortgagor as valid and in full force and effect. Mortgagor will obtain in a timely manner all further permits which may be required in connection with the operation and occupancy of the Mortgaged Property.

Section 9.11. **Required Notices.** Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

(a) a fire or other casualty causing damage or destruction to the Mortgaged Property;

(b) receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Property;

(c) any material change in the use or operation of the Mortgaged Property or any material part thereof;

(d) receipt of notice from the United States of America, the State of Florida or any political subdivision, municipality, agency, authority, department, commission, board, bureau or instrumentality of the above relating to the structure, use or occupancy of the Mortgaged Property or any real property adjacent to the Mortgaged Property, or any construction relating to the Mortgaged Property other than in the ordinary course of business;

(e) with respect to any commercial Lease, receipt of any default notice from the tenant thereunder;

(f) receipt of any notice of default from the holder of any lien/or security interest in the Mortgaged Property or any agent thereof; and

(g) commencement of any material litigation or the threatening of any material litigation affecting the Mortgaged Property, or any other demand or claim which, if enforced, could impair or threaten to impair Mortgagee's security hereunder. For purposes of this subsection, "material litigation" shall mean litigation where the amount in controversy is greater than $1,000,000.00.

Section 9.12. **Anti-Forfeiture.** Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording the Federal government or any state or local government the right of forfeiture under any Federal or state RICO or similar law as against the Mortgaged Property or any part thereof or interest therein or any monies paid in performance of Mortgagor's Secured Obligations under this Mortgage, the Note or any of the other Loan Documents. In furtherance thereof, Mortgagor hereby indemnifies Mortgagee and agrees to defend and hold Mortgagee harmless from and against any loss, damage or injury by reason of the breach of the covenants and agreements set forth in this Section. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Mortgagor or against the Mortgaged Property or any part thereof or interest therein under any Federal or State law for which forfeiture of the Mortgaged Property or any part thereof or of any monies paid in performance of Mortgagor's Secured Obligations under the Loan Documents is a potential result, shall, at the election of Mortgagee, constitute an Event of Default hereunder without notice or opportunity to cure.

ARTICLE X
FURTHER ASSURANCES

Section 10.1. **Defense of Title.** If the title to the Mortgaged Property or the interest of Mortgagee therein shall be directly or indirectly endangered, clouded or adversely affected in any manner, Mortgagor, at Mortgagor's expense, shall take all necessary and proper steps for the defense of said title or interest, including the employment of counsel approved by Mortgagee, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title or interest. Notwithstanding the foregoing, in the event that Mortgagee determines that Mortgagor is not adequately performing its

obligations under this Section, Mortgagee may, without limiting or waiving any other rights or remedies of Mortgagee hereunder, take such steps with respect thereto as Mortgagee shall deem necessary or proper and any and all costs and expenses incurred by Mortgagee in connection therewith, together with interest thereon at the default rate set forth in the Credit Agreement (the "**Default Interest Rate**"), from the date incurred by Mortgagee until actually paid by Mortgagor, shall be immediately paid by Mortgagor on demand and shall be secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Secured Obligations.

Section 10.2. Performance of Secured Obligations. Mortgagor shall pay when due the principal of and the interest on the Secured Obligations in accordance with the terms of the Credit Agreement and this Mortgage. Mortgagor shall also pay all charges, fees and other sums required to be paid by Mortgagor as provided in the Loan Documents, in accordance with the terms of the Loan Documents, and shall observe, perform and discharge all Secured Obligations, covenants and agreements to be observed, performed or discharged by Mortgagor set forth in the Loan Documents in accordance with their terms. Further, Mortgagor shall perform and comply in all material respects with all covenants, conditions, obligations and prohibitions required of Mortgagor in connection with any other document or instrument affecting title to the Mortgaged Property, or any part thereof, regardless of whether such document or instrument is superior or subordinate to this Mortgage.

Section 10.3. Further Documentation. Mortgagor shall, on the request of Mortgagee and at the expense of Mortgagor:

(a) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the contents of any of the other Loan Documents;

(b) promptly execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and the other Loan Documents and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Mortgaged Property; and

(c) promptly furnish to Mortgagee, upon Mortgagee's request, a duly acknowledged written statement and estoppel certificate addressed to such party or parties as directed by Mortgagee and in form and substance supplied by Mortgagee, setting forth all amounts due under the Note, stating whether any Default or Event of Default has occurred hereunder, stating whether any offsets or defenses exist against the Secured Obligations and containing such other matters as Mortgagee may reasonably require.

Section 10.4. Payment of Costs; Mortgagee's Right to Cure. Mortgagor shall pay, or cause to be paid, all costs and expenses of every character reasonably incurred in connection with the closing of the Loan evidenced by the Note and secured hereby or otherwise attributable or chargeable to Mortgagor as the owner of the Mortgaged Property, including, without limitation to the extent applicable, appraisal or survey fees, recording and filing fees, documentary, stamp, mortgage, trust deed, transfer or intangible taxes, brokerage fees and commissions, title policy premiums and title search fees, insurance costs, uniform commercial code/tax lien/litigation search fees, escrow fees and other title company charges, environmental engineer and consulting fees, and fees of other engineers and consultants, if any, and reasonable attorneys' fees and disbursements. If Mortgagor defaults in any such payment, which default is not cured within any applicable grace or cure period, Mortgagee may, at its option pay the same and

Mortgagor shall reimburse Mortgagee on demand for all such costs and expenses incurred or paid by Mortgagee, together with such interest thereon at the Default Interest Rate from and after the date of Mortgagee's making such payment until reimbursement thereof by Mortgagor. Any such sums disbursed by Mortgagee, together with such interest thereon, shall be additional indebtedness of Mortgagor secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Secured Obligations. Without limiting or waiving any other rights and remedies of Mortgagee hereunder, if Mortgagor fails to perform any of its covenants or agreements contained in this Mortgage or in any of the other Loan Documents and such failure is not cured within any applicable grace or cure period, or if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Mortgagee's interest in the Mortgaged Property or Mortgagee's right to enforce its security, then Mortgagee may, at its option, with or without notice to Mortgagor, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this Mortgage or to remedy the failure of Mortgagor to perform its covenants and agreements (without, however, waiving any default of Mortgagor). Mortgagor agrees to pay on demand all expenses of Mortgagee incurred with respect to the foregoing (including, but not limited to, reasonable fees and disbursements of counsel), together with interest thereon at the Default Interest Rate from and after the date on which Mortgagee incurs such expenses until reimbursement thereof by Mortgagor. Any such expenses so incurred by Mortgagee, together with interest thereon as provided above, shall be (additional indebtedness of Mortgagor secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Secured Obligations. The necessity for any such actions and of the amounts to be paid shall be determined by Mortgagee in its sole discretion. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Mortgagor hereby acknowledges and agrees that the remedies set forth in this Section shall be exercisable by Mortgagee, and any and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor with interest thereon at the Default Interest Rate, notwithstanding the fact that such remedies were exercised and such payments made and costs incurred by Mortgagee after the filing by Mortgagor of a voluntary case or the filing against Mortgagor of an involuntary case pursuant to or within the meaning of Title 11 of the United States Code, as amended, or after any similar action pursuant to any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable to Mortgagor, Mortgagee, the Secured Obligations, any of the Loan Documents or any indemnitor under any of the Loan Documents.

Section 10.5. **Compliance with Laws.** Mortgagor shall at all times comply with all laws (including without limitation the Americans with Disabilities Act of 1990 as amended), statutes, ordinances, regulations and other governmental or quasi-governmental requirements and private covenants now or hereafter relating to the ownership, construction, use or operation of the Mortgaged Property, including, but not limited to, those concerning employment and compensation of persons engaged in operation and maintenance of the Mortgaged Property and any environmental or ecological requirements, even if such compliance shall require structural changes to the Mortgaged Property; provided, however, that, Mortgagor may, upon providing Mortgagee with security satisfactory to Mortgagee, proceed diligently and in good faith to contest the validity or applicability of any such statute, ordinance, regulation or requirement pursuant to **Section 10.6**. Mortgagor shall not use or occupy, or allow the use or occupancy of, the Mortgaged Property in any manner which violates any Lease of or any other agreement applicable to the Mortgaged Property or any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.

Section 10.6. **Contest.** Notwithstanding anything to the contrary contained in this Mortgage, Mortgagor shall have the right to contest in good faith and at its own expense and provided the same are conducted expeditiously and continuously the validity or applicability of any duty or obligation described in **Section 9.3**, the validity of any lien, encumbrance, charge or security referred to in **Section 9.7**, the applicability of any law described in **Section 10.5** and any Impounds imposed upon the Mortgaged Property or any part thereof (a "**Contest**") by an appropriate legal proceeding, provided that and so long as (a) such Contest is conducted by Mortgagor after prior written notice to Mortgagee, at Mortgagor's sole cost and expense and with due diligence and continuity so as to resolve as promptly as possible the contested matter (the "**Contested Matter**"); (b) the Premises are not at any time during the Contest listed for an in rem action based on the Contested Matter or otherwise in danger of being forfeited, sold or lost by reason of the Contest or the Contested Matter; (c) the Contest shall not subject Mortgagee or the holders of the Secured Obligations to prosecution for a criminal offense or a claim for civil liability; (d) Mortgagor shall deposit funds with Mortgagee or provide Mortgagee with other security (such as proof of the posting of a bond with respect to such Contested Matter) in an amount and in form and substance satisfactory to Mortgagee for application towards the cost of performing, complying with, discharging or paying, as the case may be, the Contested Matter and to secure Mortgagee against any loss or damage arising out of the Contest or the deferral of Mortgagor's performance, compliance, discharge or payment of the Contested Matter; (e) Mortgagor agrees in writing that the indemnification of Mortgagee pursuant to this Mortgage extends to the Contest and the Contested Matter; and (f) Mortgagor is not in default under any provision of the Loan Documents; provided, further, that with respect to the Contest if at any time payment or other non-monetary action shall become necessary to prevent (i) the delivery of a tax deed conveying the Mortgaged Property or (ii) the imposition of any civil or criminal penalty or liability on Mortgagee or the holders of the Secured Obligations, Mortgagee shall have the right to pay the same or take the required action in sufficient time to avoid the delivery of such tax deed or the imposition of any such penalty or liability, such amount, or the costs and expenses of taking such action, to be reimbursed to Mortgagee by Mortgagor immediately upon demand therefor.

Section 10.7. **Appraisals.** In the event that Mortgagee shall obtain a new or updated Appraisal of the Mortgaged Property in accordance with Section 5.1(m) of the Credit Agreement for which Mortgagor is responsible for payment, Mortgagor shall pay to Mortgagee, within ten (10) days of demand, all costs associated with such new or updated Appraisal. The cost of any such Appraisal shall be added to the Indebtedness and shall be secured by this Mortgage in accordance with the provisions of the Granting Clauses hereof.

ARTICLE XI
INDEMNIFICATION

Section 11.1. **Indemnification; Subrogation.**

(a) Mortgagor shall indemnify, defend and hold Mortgagee harmless from and against: (i) any and all claims for brokerage, leasing, finders or similar fees which may be made relating to the Mortgaged Property or the Loan and (ii) any and all liability, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including Mortgagee's reasonable attorneys' fees and expenses) of whatever kind or nature which may be asserted against, imposed on or incurred by Mortgagee in connection with the Loan, this Mortgage and any other Loan Document, the Mortgaged Property, or any part thereof, or the exercise by Mortgagee of any rights or remedies granted to it under this Mortgage; provided, however, that nothing herein shall be construed to obligate Mortgagor to indemnify, defend and hold harmless Mortgagee from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses to the extent enacted against, imposed on or incurred by Mortgagee solely by reason of Mortgagee's willful misconduct or gross negligence as finally determined by a court of competent jurisdiction.

(b) Mortgagor hereby indemnifies and holds Mortgagee harmless from and against all loss, cost and expenses with respect to any Event of Default, any liens (i.e., judgments, mechanics' and materialmen's liens, or otherwise), charges and encumbrances filed against the Mortgaged Property, and from any claims and demands for damages or injury, including claims for property damage, personal injury or wrongful death, arising out of or in connection with any accident or fire or other casualty on the Mortgaged Property or any nuisance made or suffered thereon, except to the extent due solely to Mortgagee's willful misconduct or gross negligence as finally determined by a court of competent jurisdiction, and such indemnity shall survive payment in full of the Loan. This Section shall not be construed to require Mortgagee to incur any expenses, make any appearances or take any actions.

(c) If Mortgagee is made a party defendant to any litigation or any claim is threatened or brought against Mortgagee concerning the Loans, this Mortgage, the Mortgaged Property, or any part thereof, or any interest therein, or the construction, maintenance, operation or occupancy or use thereof, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from and against all liability by reason of said litigation or claims, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or to prosecute any breach by Mortgagor of any of the terms hereof or to recover any sum secured hereby, Mortgagor shall pay to Mortgagee the reasonable attorneys' fees and expenses incurred by Mortgagee in connection therewith. The right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage or any other Loan Document, Mortgagee may engage the services of an attorney or attorneys to protect its rights hereunder, and in the event of such engagement following any breach by Mortgagor, Mortgagor shall reimburse Mortgagee for its reasonable attorneys' fees and expenses, whether or not an action is actually commenced against Mortgagor by reason of such breach. All references to "**attorneys**" in this Subsection and elsewhere in this Mortgage shall include, without limitation, any attorney or law firm engaged by Mortgagee, and all references to "**fees and expenses**" in this Subsection and elsewhere in this Mortgage shall include, without limitation, any fees of such attorney or law firm, and any appellate counsel fees, if applicable.

(d) A waiver of subrogation shall be obtained by Mortgagor from its insurance carrier and, consequently, Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

ARTICLE XII
REMEDIES

Section 12.1. Remedies Available. If there shall occur an Event of Default, then this Mortgage is subject to foreclosure as provided by law and Mortgagee may, at its option and by or through a trustee, nominee, assignee or otherwise, to the fullest extent permitted by law, exercise any or all of the following rights, remedies and recourses, either successively or concurrently:

(a) Acceleration. Accelerate the maturity date of the Note and declare any or all of the Secured Obligations to be immediately due and payable without any presentment, demand, protest, notice or action of any kind whatever (each of which is hereby expressly waived by Mortgagor), whereupon the same shall become immediately due and payable. Upon any such acceleration, payment of such accelerated amount shall constitute a prepayment of the principal balance of the Note and any applicable prepayment fee provided for in the Note shall then be immediately due and payable.

(b) Entry on the Mortgaged Property. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, without force or with such force as is permitted by law and without notice or process or with such notice or process as is required by law, unless such notice and process is waivable, in which case Mortgagor hereby waives such notice and process, and do any and all acts and perform any and all work which may be desirable or necessary in Mortgagee's judgment to complete any unfinished construction on the Mortgaged Property, to preserve the value, marketability or rentability of the Mortgaged Property, to increase the income therefrom, to manage and operate the Mortgaged Property or to protect the security hereof, and all sums expended by Mortgagee therefor, together with interest thereon at the Default Interest Rate, shall be immediately due and payable to Mortgagee by Mortgagor on demand and shall be secured hereby and by all of the other Loan Documents securing all or any part of the Secured Obligations.

(c) Collect Rents. With or without taking possession of the Mortgaged Property, sue or otherwise collect the Rents, including those past due and unpaid.

(d) Power of Sale. Sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law.

(e) Appointment of Receiver. Upon, or at any time prior or after, initiating the exercise of any power of sale, instituting any judicial foreclosure or instituting any other foreclosure of the liens and security interests provided for herein or any other legal proceedings hereunder, make application to a court of competent jurisdiction for appointment of a receiver or all or any part of the Mortgaged Property, as a matter of strict right and without notice to Mortgagor and without regard to the adequacy of the Mortgaged Property for the repayment of the Secured Obligations or the solvency of Mortgagor or any person or persons liable for the payment of the Secured Obligations, and Mortgagor does hereby irrevocably consent to such appointment, waive any and all notices of and defenses to such appointment and agree not to oppose any application therefor by Mortgagee, but nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege Mortgagee may now have under the law to have a receiver appointed, provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of the Rents pursuant to other terms and provisions hereof. Any such receiver shall have all of the usual powers and duties of receivers in similar cases, including, without limitation, the full power to hold, develop, rent, lease, manage, maintain, operate and otherwise use or permit the use of the Mortgaged Property upon such terms and conditions as said receiver may deem to be prudent and reasonable under the circumstances as more fully set forth in **Section 12.3** below. Such receivership shall, at the option of Mortgagee, continue until full payment of all of the Secured Obligations or until title to the Mortgaged Property shall have passed by foreclosure sale under this Mortgage or deed in lieu of foreclosure.

(f) Foreclosure. Immediately commence an action to foreclose this Mortgage or to specifically enforce its provisions with respect to any of the Secured Obligations, pursuant to the statutes in such case made and provided, and sell the Mortgaged Property or cause the Mortgaged Property to be sold in accordance with the requirements and procedures provided by said statutes in a single parcel or in several parcels at the option of Mortgagee and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property. In the event foreclosure proceedings are instituted by

Mortgagee, all expenses incident to such proceedings, including, but not limited to, reasonable attorneys' fees and costs, shall be paid by Mortgagor and secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Secured Obligations. The Secured Obligations, including, without limitation, interest at the Default Interest Rate, any prepayment charge, fee or premium required to be paid under the Note in order to prepay principal (to the extent permitted by applicable law), reasonable attorneys' fees and any other amounts due and unpaid to Mortgagee under the Loan Documents, may be bid by Mortgagee in the event of a foreclosure sale hereunder. In the event of a judicial sale pursuant to a foreclosure decree, it is understood and agreed that Mortgagee or its assigns may become the purchaser of the Mortgaged Property or any part thereof.

(g) Real Property Transfer Taxes. If any real property transfer taxes or transfer gains taxes (state, county and/or local) shall be due and payable upon the conveyance or assignment of the Mortgaged Property pursuant to a judicial sale or power of sale in any foreclosure action or by assignment in lieu of foreclosure, Mortgagor shall pay or cause such taxes to be paid, together with any interest and penalties thereon, which may be due and payable by reason of such conveyance or assignment. The Secured Obligations and liabilities of Mortgagor under this **Section 12.1(g)** shall survive the satisfaction or assignment of this Mortgage or any entry of a judgment of foreclosure or delivery of an assignment in lieu of foreclosure of this Mortgage or other exercise of any right or remedy.

(h) Judicial Remedies. Proceed by suit or suits, at law or in equity, instituted by or on behalf of Mortgagee, to enforce the payment of the Secured Obligations to foreclose the liens and security interests of this Mortgage as against all or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other non-judicial remedies available to Mortgagee with respect to the Loan Documents. Proceeding with the request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available non-judicial remedy of Mortgagee.

(i) UCC. Exercise any and all rights and remedies available to a secured party under the UCC with respect to all or any portion of the Mortgaged Property that is subject to the UCC.

(j) Other. Exercise any other right or remedy available hereunder, under any of the other Loan Documents or at law or in equity.

Section 12.2. Application of Proceeds. To the fullest extent permitted by law, the proceeds that Mortgagee shall receive with respect to the exercise of any of its remedies shall be applied, to the extent funds are so available, to the following items in such order as Mortgagee in its discretion may determine:

(a) To payment of costs, expenses and fees of taking possession of the Mortgaged Property, and of holding, operating, maintaining, using, leasing, repairing, improving, marketing and selling the same and of otherwise enforcing Mortgagee's rights and remedies hereunder and under the other Loan Documents, including, but not limited to, receivers' fees, court costs, attorneys', accountants', appraisers', managers' and other professional fees, title charges and transfer taxes.

(b) To payment of all other sums expended by Mortgagee under the terms of any of the Loan Documents and not yet repaid, together with interest on such sums at the Default Interest Rate.

(c) To payment of the Secured Obligations, including, without limitation, interest at the Default Interest Rate and, to the extent permitted by applicable law, any prepayment fee, charge or

premium required to be paid under the Note in order to prepay principal, in any order that Mortgagee chooses in its sole discretion.

(d) The remainder, if any, of such funds shall be disbursed to Mortgagor or to the person or persons legally entitled thereto.

Section 12.3. Right and Authority of Receiver or Mortgagee in the Event of Default; Power of Attorney. Upon the occurrence of an Event of Default, and entry upon the Mortgaged Property pursuant to **Section 12.1(b)** or appointment of a receiver pursuant to **Section 12.1(e)** and under such terms and conditions, as may be prudent and reasonable under the circumstances in Mortgagee's or the receiver's sole discretion, all at Mortgagor's expense, Mortgagee or said receiver, or such other persons or entities as they shall hire, direct or engage, as the case may be, may do or permit one or more of the following, successively or concurrently to the fullest extent permitted by applicable law: (a) enter upon and take possession and control of any and all of the Mortgaged Property; (b) take and maintain possession of all documents, books, records, papers and accounts relating to the Mortgaged Property; (c) exclude Mortgagor and its agents, servants and employees wholly from the Mortgaged Property; (d) manage and operate the Mortgaged Property; (e) preserve and maintain the Mortgaged Property; (f) make repairs and alterations to the Mortgaged Property; (g) complete any construction or repair of the Improvements, with such changes, additions or modifications of the plans and specifications or intended disposition and use of the Improvements as Mortgagee may in its sole discretion deem appropriate or desirable to place the Mortgaged Property in such condition as will, in Mortgagee's sole discretion, make it or any part thereof readily marketable or rentable; (h) conduct a marketing or leasing program with respect to the Mortgaged Property, or employ a marketing or leasing agent or agents to do so, directed to the leasing or sale of the Mortgaged Property under such terms and conditions as Mortgagee may in its sole discretion deem appropriate or desirable; (i) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents, or other employees, agents, independent contractors or professionals, as Mortgagee may in its sole discretion deem appropriate or desirable to implement and effectuate the rights and powers granted herein and in the other Loan Documents; (j) execute and deliver, in the name of Mortgagee as attorney-in-fact and agent of Mortgagor or in its own name as Mortgagee, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter into such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Mortgagee may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents from the Mortgaged Property; (m) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of their leases or other agreements; (n) sue for unpaid Rents, payments, income or proceeds in the name of Mortgagor or Mortgagee; (o) maintain actions in forcible entry and detainer, ejectment for possession and actions in distress for rent; (p) compromise or give acquittance for Rents, payments, income or proceeds that may become due; (q) delegate or assign any and all rights and powers given to Mortgagee by this Mortgage; and (r) do any acts which Mortgagee or the receiver in its sole discretion deems appropriate or desirable to protect the security hereof and use such measures, legal or equitable, as Mortgagee or the receiver may in its sole discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any tenant, or other third party who has heretofore dealt or contracted or may hereafter deal or contract with Mortgagor or Mortgagee, at the request of Mortgagee, to pay all amounts owing under any lease, contract, concession, license or other agreement to Mortgagee without proof of the Event of Default relied upon. Any such tenant or third party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Mortgagor in so doing) any request, notice or demand by Mortgagee for the payment to Mortgagee of any Rents or other sums which may be or thereafter become due under its lease, contract, concession, license or other agreement, or for the performance of any undertakings under any such lease, contract, concession, license or other agreement, and shall have no right or duty to inquire whether any Event of Default under this Mortgage or under any of the other Loan Documents has actually occurred or

is then existing. Mortgagor hereby irrevocably constitutes and appoints Mortgagee, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney-in-fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name, place and stead, to do or permit anyone or more of the foregoing described rights, remedies, powers and authorities, successively or concurrently. Any money advanced by Mortgagee in connection with any action taken under this Section, together with interest thereon at the Default Interest Rate from the date of making such advancement by Mortgagee until actually paid by Mortgagor, shall be a demand obligation owing by Mortgagor to Mortgagee and shall be secured by this Mortgage and by every other instrument securing all or any portion of the Secured Obligations. In the event that Mortgagee shall exercise any of the rights or remedies set forth in this Section, Mortgagee shall not be deemed to have entered upon or taken possession of the Mortgaged Property except upon the exercise of its option to do so, evidenced by its demand and overt act for such purpose, nor shall it be deemed a Mortgagee or Mortgagee in possession by reason of such entry or taking possession. Mortgagee shall not be liable to account for any action taken pursuant to any such exercise other than for Rents actually received by Mortgagee, nor liable for any loss sustained by Mortgagor resulting from any failure to let the Mortgaged Property, or from any other act or omission of Mortgagee except to the extent such loss is caused by the willful misconduct or gross negligence of Mortgagee.

Section 12.4. **Rights Pertaining to Sales.** Subject to the provisions or other requirements of law and except as otherwise provided herein, the following provisions shall apply to any sale or sales of all or any portion of the Mortgaged Property under or by virtue of this **Article XII**, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(a) Mortgagee may conduct any number of sales from time to time. The power of sale set forth in **Section 12.1** hereof shall not be exhausted by any one or more such sales as to any part of the Mortgaged Property which shall not have been sold, nor by any sale which is not completed or is defective in Mortgagee's opinion, until the Secured Obligations shall have been paid in full.

(b) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale without further notice. Without limiting the foregoing, in case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings have been discontinued or abandoned for any such reason or shall have been determined adversely to Mortgagee, then in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

(c) After each sale, Mortgagee or an officer of any court empowered to do so shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Mortgagor in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as herein provided. Mortgagee is hereby appointed the true and lawful attorney-in-fact of Mortgagor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Mortgagor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Mortgagor, if requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or such purchaser or purchasers all such instruments as may be advisable, in Mortgagee's judgment, for the purposes as may be designated in such request.

(d) Any and all statements of fact or other recitals made in any of the instruments referred to in subsection (c) of this Section given by Mortgagee as to nonpayment of the Secured Obligations, or as to the occurrence of any Event of Default, or as to Mortgagee having declared all or any of the Secured Obligations to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and of the property or rights to be sold having been duly given, or as to any other act or thing having been duly done by Mortgagor, or by Mortgagee, shall be taken as conclusive and binding against all persons as to evidence of the truth of the facts so stated and recited. Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale so held, including the posting of notices and the conduct of sale, but in the name and on behalf of Mortgagee.

(e) The receipt of Mortgagee for the purchase money paid at any such sale, or the receipt of any other person authorized to receive the same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no such purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see to the application of such purchase price or any part thereof upon or for any trust or purpose of this Mortgage or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(f) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and any and all persons claiming or who may claim the same, or any part thereof or any interest therein, by, through or under Mortgagor to the fullest extent permitted by applicable law.

(g) Upon any such sale or sales, Mortgagee may bid for and acquire the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Secured Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder, and any other sums which Mortgagee is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

(h) In the event that Mortgagor, or any person claiming by, through or under Mortgagor, shall transfer or refuse or fail to surrender possession of the Mortgaged Property after any sale thereof, then Mortgagor, or such person, shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and unlawful detainer proceedings, or subject to any other right or remedy available hereunder or under applicable law.

(i) Upon any such sale, it shall not be necessary for Mortgagee or any public officer acting under execution or order of court to have present or constructively in its possession any of the Mortgaged Property.

(j) In the event a foreclosure hereunder shall be commenced by Mortgagee, Mortgagee may at any time before the sale of the Mortgaged Property abandon the sale, and may institute suit for the collection of the Secured Obligations and for the foreclosure of this Mortgage, or in the event that Mortgagee should institute a suit for collection of the Secured Obligations, and for the foreclosure of this Mortgage, Mortgagee may at any time before the entry of final judgment in said suit dismiss the same and require Mortgagee to sell the Mortgaged Property in accordance with the provisions of this Mortgage.

Section 12.5. **Occupancy After Foreclosure.** In the event there is a foreclosure sale hereunder and at the time of such sale, Mortgagor or Mortgagor's representatives, successors or assigns, or any other

persons claiming any interest in the Mortgaged Property by, through or under Mortgagor are occupying or using the Mortgaged Property, or any part thereof, then, to the extent not prohibited by applicable law, each and all shall, at the option of Mortgagee or the purchaser at such sale, as the case may be, immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the higher of either (i) any rate provided in a lease then in effect with Mortgagor or, if none exists, then (ii) the value of the Mortgaged Property occupied or used, such rental to be due daily to the purchaser. Further, to the extent permitted by applicable law, in the event the tenant fails to surrender possession of the Mortgaged Property upon the termination of such tenancy, the purchaser shall be entitled to institute and maintain an action for unlawful detainer of the Mortgaged Property in the appropriate court of the county in which the Mortgaged Property is located.

Section 12.6. **Notice to Account Debtors.** Mortgagee may, at any time after an Event of Default, notify the account debtors and obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness to Mortgagor included in the Mortgaged Property to pay Mortgagee directly. Mortgagee shall at any time or from time to time upon the request of Mortgagee provide to Mortgagee a current list of all such account debtors and obligors and their addresses.

Section 12.7. **Cumulative Remedies.** All remedies contained in this Mortgage are cumulative and Mortgagee shall also have all other remedies provided at law and in equity or in any other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Mortgagee and may be exercised in any order and as often as occasion therefor shall arise.

Section 12.8. **Payment of Expenses.** After an Event of Default by Mortgagor under the Credit Agreement or any other Loan Document which Event of Default is continuing, Mortgagor shall pay on demand all of Mortgagee's expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed and whether or not foreclosure is commenced but not completed, including, but not limited to, reasonable legal fees and disbursements, foreclosure costs and title charges, together with interest thereon from and after the date incurred by Mortgagee until actually paid by Mortgagor at the Default Interest Rate, and the same shall be secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Secured Obligations.

Section 12.9. **Mortgagor's Waivers.** To the full extent permitted by law, Mortgagor agrees that Mortgagor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, moratorium or extension, or any law now or hereafter in force providing for the reinstatement of the Secured Obligations prior to any sale of the Mortgaged Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Mortgaged Property so sold. Mortgagor, for Mortgagor and Mortgagor's successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisement, stay of execution, reinstatement and notice of election or intention to mature or declare due the Secured Obligations (except such notices as are specifically provided for herein); (b) waives, releases, relinquishes and forever forgoes all right to a marshaling of the assets of Mortgagor, including the Mortgaged Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Mortgaged Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any court having jurisdiction to foreclose such liens and security interests may order the Mortgaged Property sold as an entirety; and (c) to the extent permitted under applicable law, waives, releases, relinquishes and forever forgoes all rights and periods of redemption provided under applicable law. To the full extent permitted by law, Mortgagor shall not have or assert any right under any

statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Mortgaged Property, for the collection of the Secured Obligations without any prior or different resort for collection, or the right of Mortgagee under the terms of this Mortgage to the payment of the Secured Obligations out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. Furthermore, Mortgagor hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this Mortgage or to collect any of the Secured Obligations to the fullest extent permitted by law. Mortgagor covenants and agrees that upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Mortgagor, Mortgagor shall not seek a supplemental stay or otherwise shall not seek pursuant to 11 U.S.C. §105 or any other provision of Title 11 of the United States Code, as amended, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Mortgagee to enforce any rights of Mortgagee against any guarantor or indemnitor of the Secured Obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

Section 12.10. Submission to Jurisdiction; Waiver of Jury Trial.

(a) MORTGAGOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (I) SUBMITS TO PERSONAL JURISDICTION IN THE STATE IN WHICH THE SUBJECT PROPERTY IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THE NOTE, THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, (II) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY IN WHICH THE SUBJECT PROPERTY IS LOCATED, (III) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND (IV) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING AGAINST MORTGAGEE IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF MORTGAGEE TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM).

(b) MORTGAGOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE SECURED OBLIGATIONS OR ANY CONDUCT, ACT OR OMISSION OF MORTGAGEE OR MORTGAGOR, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH MORTGAGEE OR MORTGAGOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MORTGAGOR HEREBY CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING ARISING FROM OR RELATING TO THE NOTE, THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID TO MORTGAGOR AT THE ADDRESS FOR NOTICES DESCRIBED HEREINABOVE.

ARTICLE XIII
MISCELLANEOUS TERMS AND CONDITIONS

Section 13.1. Time of Essence. Time is of the essence with respect to all provisions of this Mortgage.

Section 13.2. Release or Assignment of Mortgage. If all of the Secured Obligations are paid, then and in that event only, all rights under this Mortgage, except for those provisions hereof which by their terms survive, shall terminate and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be promptly released of record by Mortgagee in due form at Mortgagor's cost. To the extent requested by Mortgagor, Mortgagee agrees to assign the Note and this Mortgage to such party as may be designated by Mortgagor upon the repayment in full of the Secured Obligations, provided (i) any such assignment shall be without representation or warranty by Mortgagee and without recourse to Mortgagee, (ii) such assignment shall not be precluded or prohibited by then applicable law and (iii) Mortgagee shall have no liability whatsoever to Mortgagor or Mortgagor's designee if the original of the Note or this Mortgage cannot be found. Mortgagee will cooperate in the preparation of the necessary documentation to effectuate an assignment of this Mortgage, at Mortgagor's cost, including reasonable attorneys' fees and expenses.

Section 13.3. Notices. All notices, demands, requests or other communications required or permitted hereunder shall be made in accordance with the terms of the Credit Agreement.

Section 13.4. Successors and Assigns; Joint and Several Liability. The terms, provisions, indemnities, covenants and conditions hereof shall be binding upon Mortgagor and the successors and assigns of Mortgagor, including all successors in interest of Mortgagor in and to all or any part of the Mortgaged Property, and shall inure to the benefit of Mortgagee, its directors, officers, shareholders, employees and agents and their respective successors and assigns and shall constitute covenants running with the land. The term "Mortgagee" as used herein shall also mean and refer to any lawful holder or owner, including pledgees and participants, of any of the Secured Obligations. If more than one person or entity is the "Mortgagor" hereunder, each is jointly and severally liable to perform the Secured Obligations of Mortgagor hereunder and all representations, warranties, covenants and agreements made by Mortgagor hereunder are joint and several.

Section 13.5. Severability. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

Section 13.6. Gender. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and vice versa, unless the context otherwise requires.

Section 13.7. Waiver; Discontinuance of Proceedings. Mortgagee may waive any single Event of Default by Mortgagor hereunder without waiving any other prior or subsequent Event of Default. No waiver of an Event of Default shall be valid for any purpose hereunder unless given in writing by Mortgagee. Mortgagee may cure any Event of Default by Mortgagor hereunder without waiving the Event of Default remedied. Neither the failure by Mortgagee to exercise, nor the delay by Mortgagee in exercising, any right, power or remedy upon any Event of Default by Mortgagor hereunder shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Mortgagee of any right, power or

remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance by Mortgagee of any payment in an amount less than the amount then due on any of the Secured Obligations shall be deemed an acceptance on account only and shall not in any way affect the existence of an Event of Default. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Secured Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the same had never been invoked.

Section 13.8. **Section Headings.** The headings of the sections and paragraphs of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

Section 13.9. **Governing Law.** THIS MORTGAGE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

Section 13.10. **Counting of Days.** The term "**days**" when used herein shall mean calendar days. If any time period ends on a Saturday, Sunday or holiday officially recognized by the state within which the Mortgaged Property is located, the period shall be deemed to end on the next succeeding business day. The term "**business day**" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in New York, New York are authorized by law to be closed.

Section 13.11. **Relationship of the Parties.** The relationship between Mortgagor and Mortgagee is that of a borrower and a lender only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party.

Section 13.12. **Unsecured Portion of Indebtedness.** If any part of the Secured Obligations cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Mortgage.

Section 13.13. **Inconsistency With Other Loan Documents.** In the event of any inconsistency between the provisions hereof and the provisions in any of the other Loan Documents, it is intended that the provisions of the Note shall control over the provisions of the Credit Agreement, and the provisions of the Credit Agreement shall control over the provisions of the other Loan Documents.

Section 13.14. **No Merger.** It is the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property.

Section 13.15. **Rights With Respect to Junior Encumbrances.** Without implying that any person or entity has the right to do so, any person or entity purporting to have or to take a junior Mortgage

or other lien upon the Mortgaged Property or any interest therein shall be subject to the rights of Mortgagee to amend, modify, increase, vary, alter or supplement this Mortgage, the Note, or any of the other Loan Documents, and to extend the maturity date of the Secured Obligations, and to increase the amount of the Secured Obligations, and to waive or forebear the exercise of any of its rights and remedies hereunder or under any of the other Loan Documents and to release any collateral or security for the Secured Obligations, in each and every case without obtaining the consent of the holder of such junior lien and without the lien or security interest of this Mortgage losing its priority over the rights of any such junior lien.

Section 13.16. Mortgagee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor or the principals, general partners or managing members in Mortgagor, or their respective creditors or property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the entire Secured Obligations at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

Section 13.17. Recording and Filing. Mortgagor will cause the Loan Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and re-filed in such manner and in such places as Mortgagee shall reasonably request, and will pay on demand all such recording, filing, re-recording and re-filing taxes, fees and other charges. Mortgagor shall reimburse Mortgagee, or its servicing agent, for the costs incurred in obtaining a tax service company to verify the status of payment of taxes and assessments on the Mortgaged Property.

Section 13.18. Entire Agreement and Modifications. This Mortgage and the other Loan Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated. This Mortgage and the other Loan Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted.

Section 13.19. Maximum Interest. The provisions of this Mortgage and of all agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity of the Note or otherwise, shall the amount paid, or agreed to be paid ("**Interest**") to Mortgagee for the use, forbearance or retention of the money loaned under the Note exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, performance or fulfillment of any provision hereof or of any agreement between Mortgagor and Mortgagee shall, at the time performance or fulfillment of such provision shall be due, exceed the limit for Interest prescribed by law or otherwise transcend the limit of validity prescribed by applicable law, then, the ipso facto obligation to be performed or fulfilled shall be reduced to such limit, and if, from any circumstance whatsoever, Mortgagee shall ever receive anything of value deemed Interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive Interest shall be applied to the reduction of the principal balance owing under the Note in the inverse order of its maturity (whether or not then due) or, at the option of Mortgagee, be paid over to Mortgagor, and not to the payment of Interest. All Interest (including any amounts or payments deemed to be Interest) paid or agreed to be paid to Mortgagee shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal balance of the Note

so that the Interest thereon for such full period will not exceed the maximum amount permitted by applicable law. This Section will control all agreements between Mortgagor and Mortgagee.

Section 13.20. Sole Discretion of Mortgagee. Whenever Mortgagee's judgment, consent or approval is required hereunder for any matter, or Mortgagee shall have an option or election hereunder, such judgment, the decision as to whether or not to consent to or approve the same or the exercise of such option or election shall be in the sole discretion of Mortgagee, except as otherwise expressly provided herein.

Section 13.21. Specific Performance. Notwithstanding anything contained herein to the contrary, to the fullest extent permitted by applicable law, in the event that Mortgagee fails or refuses to grant consent or approval when required hereunder or under any other Loan Document for any matter, the parties agree that the damages which might arise as a result of any such actions are incapable of accurate determination and, accordingly, agree that the remedy of specific performance is and should be the sole remedy of Mortgagor with respect to such actions against Mortgagee, and Mortgagor hereby waives all claims for damages (except for damages awarded by a court of competent jurisdiction for acts taken by the Mortgagee in bad faith) with respect thereto.

Section 13.22. Right to Deal. In the event that ownership of the Mortgaged Property becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage or the Secured Obligations in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the Secured Obligations or being deemed a consent to such vesting.

Section 13.23. Splitting of Lien. This Mortgage and the Note may, at any time until the same are fully paid and satisfied, at the sole election of Mortgagee, be split or divided into two or more note and two or more mortgages constituting liens on the Mortgaged Property or portions thereof in such principal amounts as may be agreed upon, but in no event to exceed the aggregate principal amount evidenced by the Note and secured, or which under any contingency may be secured, by this Mortgage. Mortgagor, upon request of Mortgagee, shall execute, acknowledge and deliver to Mortgagee and/or its designee or designees such documents as may be necessary to effectuate the foregoing, including, without limitation, such supplemental or substitute mortgages, assignments of rents and leases and security agreements and supplemental or substitute notes as Mortgagee may require. If the splitting of the lien is at Mortgagor's request, Mortgagor shall pay all expenses in connection with the making and recording of such documents, including recording fees, Mortgage recording taxes, if any, and the fees and disbursements of Mortgagee's attorneys, fees, costs and expenses relating to examination of title and title insurance premiums, if any.

Section 13.24. Estoppel Certificates and No Default Affidavits. After request by Mortgagee, Mortgagor shall, within ten (10) days furnish Mortgagee with a statement, duly acknowledged and certified, in form and substance supplied by or otherwise acceptable to Mortgagee, setting forth (i) the amount of the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest of the Note, (iv) the date installments of interest and/or principal were last paid, (v) any offsets or defenses to the payment of the Secured Obligations, if any, (vi) whether any Default or Event of Default has occurred, and (vii) that this Mortgage is a valid, legal and binding Secured Obligations and have not been modified or, if modified, giving the particulars of such modification.

Section 13.25. Future Advances. This Mortgage shall secure such future advances as may be made by Mortgagee, at its option and for any purpose, within twenty (20) years from the date of this Mortgage. All such future advances shall be included within the "**Secured Obligations**," shall be secured to the same extent as if made on the date of the execution of this Mortgage, and shall take priority as to

third persons without actual notice to the maximum extent provided by applicable law. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of $100,000.000.00, plus interest and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not file for record any notice limiting the maximum principal amount that may be secured by this Mortgage to a sum less than the maximum principal amount set forth in this section.

Section 13.26. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) All references herein to numbered Articles or Sections or to lettered Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Mortgage, unless expressly otherwise designated in context. All Article, Section and Exhibit captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Mortgage.

(b) The terms "**include,**" "**including**" and similar terms shall be construed as if followed by the phrase "without being limited to."

(c) The terms "**Real Property,**" "**Improvements,**" "**Furnishings and Equipment,**" and "**Mortgaged Property**" shall be construed as if followed by the phrase "or any part thereof."

(d) The term "**Secured Obligations**" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof."

(e) (e) The term "**provisions,**" when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, conditions and/or."

(f) The cover page of, all recitals set forth in and all Exhibits to, this Mortgage are hereby incorporated in this Mortgage.

(g) All obligations of Mortgagor hereunder shall be performed and satisfied by or on behalf of Mortgagor at Mortgagor's sole cost and expense.

(h) The term "**lease**" or "**leases**" as used herein shall include any "tenancy, subtenancy, lease or sublease," the term "**lessor**" shall mean and include "landlord, sublandlord, lessor and sublessor" and the term "**lessee**" shall mean and include "tenant, subtenant, lessee and sublessee."

(i) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof.

(j) In the computation of periods of time from a specified date to a later specified date in this Mortgage, the word "**from**" means "from and including" and the words "**to**" and "**until**" each mean "to but excluding."

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the day and year first written above.

Signed, Sealed and Delivered
In the Presence of:

PRINT NAME OF WITNESS BELOW:

PRINT NAME OF WITNESS BELOW:

396 ALHAMBRA, LLC, a Florida limited liability company

By:_____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me on December 29, 2014, by Jose Antonio Perez Helguera, as Manager of 396 Alhambra, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced _____ as identification.

ELAYNE CASTELLANOS
MY COMMISSION EXPIRES AUG 07, 2018
#FF148984
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
Print Name: ELAYNE CASTELLANOS
My Commission Expires:
AUGUST 7, 2018

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

Lots 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

AND

B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a Public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27, of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

CFN: 20150003852 BOOK 29452 PAGE 2377
DATE:01/05/2015 12:49:26 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument prepared by and after recording return to:

Name: Brenda Goerks, Esq.
Address: Akerman LLP
1 SE 3rd Avenue, 25th Floor
Miami, Florida 33131-1714

ASSIGNMENT OF NOTE, MORTGAGE AND OTHER COLLATERAL DOCUMENTS

THIS ASSIGNMENT OF NOTE, MORTGAGE AND OTHER COLLATERAL DOCUMENTS ("**Assignment**") is made as of this 2nd day of January, 2015, by HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, as Agent for the benefit of the Lenders ("**Assignor and/or "HSBC, as Agent"**"), whose address is 452 Fifth Avenue, Third Floor, New York, New York 10018, in favor of Citibank, N.A., a national banking association ("**Assignee**"), whose address is 153 East 53rd Street, New York, New York 10043.

W I T N E S S E T H:

WHEREAS, Assignor is the owner and holder of that certain Amended and Restated Renewal Promissory Note dated June 15, 2012 (the "**Note**") in the original principal amount of $40,000,000.00 ("the **Loan**") executed by 396 Alhambra LLC, a Florida limited liability company (the "**Borrower**"); and

WHEREAS, the Note is secured by **(i)** that certain Mortgage, Assignment Of Leases And Security Agreement dated September 15, 2005, from Borrower to HSBC, as Agent, recorded September 21, 2005 in Official Records Book 23794, Page 1364; as modified by that certain First Modification Of Mortgage, Assignment Of Leases And Rents And Security Agreement, And Notice Of Future Advance dated March 14, 2009, recorded July 30, 2009, in Official Records Book 26960, Page 3743; as further modified by that certain Second Modification Of Mortgage, Assignment Of Leases And Rents And Security Agreement, And Notice Of Future Advance dated June 15, 2012, recorded July 5, 2012, in Official Records Book 28175, Page 223, all of the Public Records of Miami-Dade County, Florida (collectively, the "**Mortgage**"); and **(ii)** that certain Assignment Of Rents And Leases dated September 15, 2005, from Borrower to HSBC, as Agent, recorded September 21, 2005, in Official Records Book 23794, Page 1386; as modified by that certain First Modification Of Assignment Of Leases And Rents dated March 14, 2009, recorded July 30, 2009, in Official Records Book 26960, Page 3750; as further modified by that certain Second Modification Of Assignment Of Leases And Rents dated June 15, 2012, recorded July 5, 2012, in Official Records Book 28175, Page 232, all of the Public Records of Miami-Dade County, Florida (collectively, the "**ALR**"); and

WHEREAS, the Mortgage and ALR encumber certain real property and improvements together with certain personal property, all located in Miami-Dade County, Florida as more particularly described in the Mortgage, the legal description of the real property being set forth on **Exhibit "A"** attached hereto; and

WHEREAS, Assignor has agreed to assign all of the Assignor's right, title and interest in and to the Note, the Mortgage and ALR to Assignee.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Note, the Mortgage and ALR, which assignment shall be without representation or warranty except that Assignor represents and warrants to Assignee as follows: (i) HSBC has full authority and power to assign and transfer the Note, Mortgage and ALR, and (ii) HSBC is the legal and equitable owner and holder of the Note, Mortgage and ALR, and it has not executed any prior assignment or pledge thereof.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest securing payment of the Loan.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signature of any party to any counterpart shall be deemed to be a signature to an may be appended to any other counterpart.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, this 2nd day of ~~December, 2014~~ January, 2015.

Signed, sealed and delivered
in the presence of:

Print name: Roberto Perroso

Print name: Christopher Whyte

ASSIGNOR:

HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation, as Agent for the Lenders

By: _____
Michael Wadler, Vice President

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

The foregoing instrument was acknowledged before me this 10th day of December, 2014 by Michael Wadler, as a Vice President of and on behalf of HSBC REALTY CREDIT CORPORATION, a Delaware corporation, who is personally known to me (YES) (NO) or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

JOANN HINDS
(Print, Type or Stamp Commissioned Name of Notary Public)

JOANN HINDS
Notary Public - State of Florida
My Comm. Expires May 7, 2018
Commission # FF 120814

ASSIGNEE:

Citibank, N.A., a national banking association

_____
Print name:_____

By:_____
Name:_____
Title_____ Ricardo Castellari
Director
Citi Private Bank
LatAm Investment Finance
153 East 53rd St./16 Floor
(212) 559 - 3058

_____
Print name:_____

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 19th day of December, 2014, by RICARDO CASTELLARI, as DIRECTOR of and on behalf of Citibank, N.A., a national banking association, who is personally known to me or has produced N.J. DRIVER'S LICENSE #C0774655008072 (type of identification) as identification.

Clorise Beasley
NOTARY PUBLIC, STATE OF NEW YORK

Clorise Beasley
(Print, Type or Stamp Commissioned Name of Notary Public)

CLORISE BEASLEY
Notary Public - State of New York
NO. 01BE6125044
Qualified in Bronx County
My Commission Expires 04/04/2017

EXHIBIT "A"

Legal Description

Parcel I:

Lots 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

AND

B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a Public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27, of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

CFN: 20160599590 BOOK 30270 PAGE 3040
DATE:10/18/2016 08:18:46 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and, after recording, return to:

Brenda Goerks, Esq.
Akerman LLP
98 SE 7th Street
Suite 1100
Miami, Florida 33131

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "**Agreement**") is made and entered to be effective as of the 11 day of October, 2016, by and among **AGAVE BAYSHORE DRIVE, LLC**, a Delaware limited liability company, **AGAVE ACQUISITIONS, LLC**, a Florida limited liability company, and **396 ALHAMBRA, LLC**, a Florida limited liability company, (collectively the "**Loan Parties**") each having the address of c/o Agave Holdings LLC, 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133, Attention: Jose Antonio Perez Helguera in favor of CITIBANK, N.A., whose address is Citi Private Bank, 1615 Brett Road, Ops III, New Castle, Delaware 19720 (the "**Lender**").

RECITALS:

A. The Loan Parties have requested one or more separate loans from the Lender, all such loans in the respective original principal amounts specified on Exhibit A attached hereto and incorporated herein by reference (individually and respectively, a "**Loan**" and collectively, the "**Loans**"). The Loans are or will be secured by collateral (the "**Collateral**") consisting of, among other things, separate first priority real estate mortgages, all of such Collateral security documents being more particularly described on Exhibit B attached hereto and incorporated herein by reference (collectively, the "**Security Documents**"). The real property encumbered by mortgages given as Collateral for one or more of the Loans is legally described on Exhibit C attached hereto and incorporated herein by reference.

B. As a condition to renewing the Loan to AGAVE BAYSHORE DRIVE, LLC, a Delaware limited liability company, as borrower, having a current outstanding principal amount of $28,062,500.00 (the "**Renewal Loan**"), guaranteed by its sole member, AGAVE ACQUISITIONS, LLC, a Florida limited liability company, Lender has required that the Loans to or for the benefit of the Loan Parties be cross-defaulted and cross-collateralized.

C. The Loan Parties are affiliates of each other and all Loan Parties have received a substantial benefit from Lender extending each Loan to the respective Loan Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, to induce the Lender to make the Renewal Loan available, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties agree with Lender, and Lender agrees with Loan Parties, as follows:

Note to Recorder: This Agreement evidences additional collateral for the other Loans and documentary stamp tax and intangible tax have been paid on the other Loans when the Security Documents securing such Loans were recorded as set forth in Exhibit B attached hereto.

1. **Cross-Collateralization**. The Loans are hereby cross-collateralized with one another, and the Loan Parties agree that the Collateral described in the respective Security Documents shall secure, in addition to the particular Loan described therein, the respective obligations of the Loan Parties under all other Loans and the Security Documents and any other documents evidencing and securing such other Loans (collectively, the "**Loan Documents**"), each on a pari passu basis, including, without limitation, the respective Loan Party's obligation to pay the principal and interest on the Loans, as the same may hereafter be renewed, modified, amended or extended, and to pay all other indebtedness and other agreed charges and to perform all of the terms and conditions of the Loan Documents. This provision shall take precedence over all provisions of the Loan Documents such that all references therein to the Loan or Loan obligations shall be deemed to hereafter include all other Loans and all other indebtedness arising under or in connection with the other Loan Documents.

2. **Cross-Default.** The Loans are hereby cross-defaulted with one another and the Loan Parties agree that the occurrence of an Event of Default as defined in, and pursuant to any of the Loan Documents, which is not cured within applicable grace or curative periods, shall constitute an immediate Event of Default (without need of notice or the expiration of any additional cure period other than as specified in such Loan Documents) under all other Loan Documents.

3. **Miscellaneous**.

(a) This Agreement may be executed in any number of counterparts bearing the original signatures of all parties hereto, each of which shall constitute an original for all purposes, but all of which shall evidence but one and the same Agreement.

(b) This Agreement will be recorded, at the expense of the Loan Parties, in each county and state where the respective real property described in the Security Documents is located. This Agreement is being given as additional Collateral to secure the obligations of the Loan Parties under the Loan Documents. This Agreement supersedes and replaces any other cross-collateralization and or cross-default agreement between the parties.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

4. Controlling Law. THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND TO THE EXTENT REQUIRED UNDER CONFLICTS OF LAWS PRINCIPLES FOR THE FORECLOSURE AND ENFORCEMENT OF THE RIGHTS AND REMEDIES AVAILABLE TO LENDER UNDER THE LOAN DOCUMENTS, TO THE LAWS OF THE STATE WHERE THE COLLATERAL IS LOCATED.

5. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOAN PARTIES HEREBY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR LOAN PARTIES WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. LOAN PARTIES AGREES THAT LENDER MAY FILE A

COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF LOAN PARTIES IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO EXTEND THE TERM OF THE LOAN TO LOAN PARTIES AGAVE BAYSHORE DRIVE, LLC, AND AGAVE ACQUISITIONS, LLC, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN LOAN PARTIES AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Cross Collateralization and Cross Default Agreement to be properly executed as of the day and year first above written.

LOAN PARTIES:

Signed, sealed and delivered
in the presence of:

By: _____
Print Name: Natalia Maldonado

By: _____
Print Name: Yesenia Avila

AGAVE BAYSHORE DRIVE, LLC, a Delaware limited liability company

By: _____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by Jose Antonio Perez Helguera, as Manager of AGAVE BAYSHORE DRIVE, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced driver's license no. _____ as identification.

(SEAL)

ELAYNE ESCOBAR
MY COMMISSION EXPIRES AUG 07, 2018
#FF904012
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida
Print Name: ELAYNE ESCOBAR.
My Commission Expires: 8/7/18
Commission No.: _____

[Additional Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Cross Collateralization and Cross Default Agreement to be properly executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

By: _____
Print Name: Coralia Maldonado

By: _____
Print Name: Yesenia Avila

AGAVE ACQUISITIONS, LLC, a Florida limited liability company

By: _____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by Jose Antonio Perez Helguera, as Manager of AGAVE ACQUISITIONS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced driver's license no. _____ as identification.

(SEAL)

ELAYNE ESCOBAR
MY COMMISSION EXPIRES AUG 07, 2018
#FF904012
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida
Print Name: ELAYNE ESCOBAR.
My Commission Expires: 8/7/18
Commission No.: _____

[Additional Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Cross Collateralization and Cross Default Agreement to be properly executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

By: _____
Print Name: Doralva Maldonado

By: _____
Print Name: Yesenia Avila

396 ALHAMBRA, LLC, a Florida limited liability company

By: _____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by Jose Antonio Perez Helguera, as Manager of 396 ALHAMBRA, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced driver's license no. _____ as identification.

(SEAL)

ELAYNE ESCOBAR
MY COMMISSION EXPIRES AUG 07, 2018
#FF904012
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida
Print Name: Elayne Escobar
My Commission Expires: 8/7/18
Commission No.: _____

[LENDER SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Cross Collateralization and Cross Default Agreement to be properly executed as of the day and year first above written.

LENDER:

CITIBANK, N.A., a national banking association

By: _____
Print Name: _____

By: _____
Print Name: _____

By: Favio Trevino P. de L.

Name: Favio Trevino

Title: Vice President

STATE OF FLORIDA)
)SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by FAVIO TREVINO, as VICE PRESIDENT of CITIBANK, N.A., a national banking association, on behalf of the company. He is personally known to me or produced driver's license no. _____ as identification.

(SEAL)

ANA T. ROSENBERG
Notary Public, State of Florida
Commission # FF 34052
My comm. expires Aug. 31, 2017

Notary Public, State of Florida
Print Name: Ana Rosenberg
My Commission Expires: 8/31/17
Commission No.: FF34052

EXHIBIT A

LOANS

BORROWER	ORIGINAL PRINCIPAL BALANCE OF LOANS
AGAVE BAYSHORE DRIVE, LLC	$32,000,000.00[1]
396 ALHAMBRA, LLC	$50,000,000.00[2]

[1] Under Credit Agreement dated April 4, 2012, as amended, and Amended, Restated, Consolidated and Replacement Promissory Note dated April 9, 2012.

[2] Under Credit Agreement dated January 2, 2015, as amended, and Second Amended and Restated Renewal Promissory Note dated January 2, 2015.

EXHIBIT B

LIST OF SECURITY DOCUMENTS

AGAVE BAYSHORE, LLC/AGAVE ACQUISITIONS, LLC

Amended and Restated Mortgage and Security Agreement from Mortgagor dated April 9, 2012, recorded April 12, 2012, in Official Records Book 28071, Page 1699, as assigned to Mortgagee by that certain Assignment of Note, Mortgage and Other Collateral Documents dated April 9, 2012, recorded April 12, 2012, in Official Records Book 28071, Page 1766, as modified by that certain Mortgage Modification Agreement dated April 9, 2012, recorded April 12, 2012, in Official Records Book 28071, Page 1772. (Agave Bayshore - I)

Amended and Restated Assignment of Leases and Rents dated April 9, 2012, recorded April 12, 2012 in Official Records Book 28071, Page 1822.

UCC-1 Financing Statement recorded in Official Records Book 25611, Page 2291, as amended by UCC-3 amendments recorded in ORB 26130/3869; ORB 27908/4515; ORB 26379/2587; ORB 27977/3121; ORB 28030/970; ORB 28033/2965; ORB 28071/1832; and Official Records Book 28293, Page 4900.

UCC-1 Financing Statement recorded in Official Records Bok 28071, Page 1836, as amended by UCC-3 amendment in Official Records Book 28293, Page 4903.

Mortgagee, that certain Mortgage, Assignment of Rents and Leases and Security Agreement from Mortgagor dated April 9, 2012, recorded April 12, 2012, in Official Records Book 28071, Page 1852. (Agave Bayshore – II)

Assignment of Leases and Rents recorded in Official Records Book 28071, Page 1934.

UCC-1 Financing Statement recorded in Official Records Book 28071, Page 1956, as amended by UCC-3 amendment recorded in Official Records Book 28293, Page 4904.

Mortgage, Assignment of Rents and Leases and Security Agreement from Mortgagor dated April 9, 2012, recorded April 12, 2012, in Official Records Book 28071, Page 1894. (Agave Acquisitions)

Assignment of Leases and Rents recorded in Official Records Book 28071, Page 1946.

UCC-1 Financing Statement recorded in Official Records Book 28071, Page 1963, as amended by UCC-3 amendments recorded in Official Records Book 28293, Page 4900 and in Official Records Book 28293, Page 4904.

396 ALHAMBRA, LLC

Mortgage Modification and Future Advance Agreement/Amended and Restated Mortgage, Assignment of Rents and Leases and Security Agreement dated January 2, 2015, recorded January 5, 2015, in Official Records Book 29452, Page 2387.

Amended and Restated Assignment of Leases and Rents recorded in Official Records Book 29452, Page 2435.

UCC-1 Financing Statement recorded in Official Records Book 29452, Page 2446.

All recording information refers to the Public Records of Miami-Dade County, Florida.

EXHIBIT C

LEGAL DESCRIPTIONS

AGAVE BAYSHORE

Parcel 1:

Units 200, 225, 250, 260, 270, 300, 310, 320, 330, 340, 350, 360, 600, 620, 800, 830, 845, 850, 865, 875, 900, 910, 920, 930, 940, 950, 1000, 1010, 1020, 1030, 1040, 1050, 1200, 1205, 1215, 1220, 1225, 1250, 1260, 1275, 1410, 1420, 1450, 1460, 1475, 1485, 1700, 1710, 1720, 1730, 1740, 1750, 1800, 1810, 1820, 1830, 1840, 1850, 1860, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, PH-I-A, PH-I-C, PH-I-D, 700G and 701G, all of Tower Office Condominium, a Condominium according to the Declaration of Condominium of KRA TOWER OFFICE Condominium, filed May 23, 2006, in Official Records Book 24557, page 1364, as modified by Amendment to the Declaration of Condominium, filed May 1, 2008, in Official Records Book 26356, page 4025, as modified by Amendment to Declaration of KRA Tower Office Condominium, filed March 24, 2009, in Official Records Book 26799, page 1254, as modified by Amended and Restated Declaration of KRA Tower Office Condominium, filed July 23, 2010, in Official Records Book 27363, page 1699, as may be further amended, together with their undivided share in the common elements.

Parcel 2

Units 101, 201, 235, 625, 630, 650, 725, 730, 750, 1120, 1130, 1400, 1465, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1600, 1610, 1620, 1630, 1640, 1650, 1765, and 1775, PHI-B, PH-I-E, PH-I-F, PH-I-G, all of Tower Office Condominium, a Condominium according to the Declaration of Condominium of KRA TOWER OFFICE Condominium, filed May 23, 2006, in Official Records Book 24557, page 1364, as modified by Amendment to the Declaration of Condominium, filed May 1, 2008, in Official Records Book 26356, page 4025, as modified by Amendment to Declaration of KRA Tower Office Condominium, filed March 24, 2009, in Official Records Book 26799, page 1254, as modified by Amended and Restated Declaration of KRA Tower Office Condominium, filed July 23, 2010, in Official Records Book 27363, page 1699, as may be further amended, together with their undivided share in the common elements.

Parcel 3

THE "KRA RESIDENCES" DESCRIBED AS FOLLOWS:

Begin at the most Southerly corner of Lot 4, Block 39, of AMENDED PLAT OF NEW BISCAYNE, according to the Plat thereof as recorded in Plat Book "B" at Page 16 of the Public Records of Miami-Dade County, Florida; thence run North 24°20'44" West along the Southwesterly boundary of said Lot 4 for a distance of 522.51 feet to a point; thence run North 65°36'13" East for a distance of 24.45 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 24°23'47" West for a distance of 19.51 feet to a point; thence run North 65°36'13" East for a distance of 0.53 feet to a point; thence run North 24°23'47" West for a distance of 12.57 feet to a point; thence run North 65°36'13" East for a distance of 185.39 feet to a point; thence run South 24°23'47" East for a distance

of 2.11 feet to a point; thence run North 65°36'13" East for a distance of 11.33 feet to a point; thence run South 24°23'47 East for a distance of 2.02 feet to a point; thence run North 65°36'13" East for a distance of 12.43 feet to a point; thence run South 24°23'47" East for a distance of 8.58 feet to a point: thence run North 65°36'13" East for a distance of 0.54 feet to a point: thence run South 24°23'47" East for a distance of 31.40 feet to a point of curvature of a circular curve concave to the Northwest; thence run Southeasterly and Southwesterly along the arc of a 3.70 foot radius curve through a central angle of 180°00'00", for an arc distance 11.62 feet to a point; thence run South 65°36'13" West, along a line radial to the last described curve, for a distance of 1.19 feet to a point; thence run South 24°23'47" East for a distance of 13.32 feet to a point; thence run South 65°36'13" West for a distance of 1.00 feet to a point: thence run South 24°23'47" East for a distance of 1.35 feet to a point; thence run South 65°36'13" West for a distance of 3.41 feet to a point; thence run North 69°39'20 West for a distance of 7.45 feet to a point; thence run North 24°23'47" West for a distance of 21.45 feet to a point; thence run South 65°36'13" West for a distance of 73.15 feet to a point: thence run South 24°23'47" East for a distance of 7.33 feet to a point; thence run North 65°36'13" East for a distance of 1.45 feet to a point; thence run South 24°23'47" East for a distance of 7.95 feet to a point; thence run South 65°36'13" West for a distance of 9.55 feet to a point; thence run North 24°23'47" West for a distance of 15.27 feet to a point; thence run South 65°36'13" West for a distance of 2.00 feet to a point: thence run South 24°23'47" East for a distance of 5.67 feet to a point; thence run South 65°36'13" West for a distance of 6.65 feet to a point; thence run North 24°23'47" West for a distance of 4.25 feet to a point; thence run North 65°36'13" East for a distance of 3.15 feet to a point; thence run North 24°23'47" West for a distance of 1.42 feet to a point; thence run South 65°36'13" West for a distance of 94.30 feet to a point; thence run South 24°23'47" East for a distance of 15.35 feet to a point; thence run South 65°36'13" West for a distance of 7.80 feet to a point; thence run North 24°23'47" West for a distance of 15.35 feet to a point; thence run South 65°36'27" West for a distance of 3.09 feet to the Point of Beginning; lying below elevation 25.53 feet (National Geodetic Vertical Datum, 1929);

AND

Begin at the most Southerly corner of Lot 4, Block 39, of AMENDED PLAT OF NEW BISCAYNE, according to the Plat thereof as recorded in Plat Book "B" at Page 16 of the Public Records of Miami-Dade County, Florida; thence run North 24°20'44" West along the Southwesterly boundary of said Lot 4 for a distance of 522.51 feet to a point; thence run North 65°36'13" East for a distance of 24.45 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 24°23'47" West for a distance of 19.51 feet to a point; thence run North 65°36'13" East for a distance of 0.53 feet to a point; thence run North 24°23'47" West for a distance of 12.57 feet to a point; thence run North 65°36'13" East for a distance of 185.39 feet to a point; thence run South 24°23'47" East for a distance of 2.11 feet to a point; thence run North 65°36'13" East for a distance of 11.33 feet to a point; thence run South 24°23'47"East for a distance of 2.02 feet to a point; thence run North 65°36'13" East for a distance of 12.43 feet to a point; thence run South 24°23'47" East for a distance of 8.58 feet to a point; thence run North 65°36'13" East for a distance of 0.54 feet to a point; thence run South 24°23'47' East for a distance of 31.40 feet to a point of curvature of a circular curve concave to the Northwest; thence run Southeasterly and Southwesterly along the arc of a 3.70 foot radius curve through a central angle of 180°00'00", for an arc distance 11.62 feet to a point; thence run South 65°36'13 West,

along a line radial to the last described curve, for a distance of 1.19 feet to a point; thence run North 24°23'47" West for a distance of 12.02 feet to a point; thence run South 65°36'13 West for a distance of 92.95 feet to a point; thence run South 24°23'47" East for a distance of 5.67 feet to a point; thence run South 65°36'13" West for a distance of 6.65 feet to a point; thence run North 24°23'47" West for a distance of 4.25 feet to a point: thence run North 65°36'13" East for a distance of 3.15 feet to a point; thence run North 24°24'27" West for a distance of 1.42 feet to a point; thence run South 65°36'13" West for a distance of 94.30 feet to a point; thence run South 24°23'47" East for a distance of 15.35 feet to a point; thence run South 65°36'13" West for a distance of 7.80 feet to a point; thence run North 24°23'47" West for a distance of 15.35 feet to a point; thence run South 65°36'27" West for a distance of 3.09 feet to the Point of Beginning; lying above elevation 25.53 feet (National Geodetic Vertical Datum, 1929)

Parcel 4

TOGETHER WITH (NON-EXCLUSIVE EASEMENT ESTATE)

Non-exclusive easements rights for the benefit of Parcel I above, as created by Article 4 in that Declaration of Covenants, Restrictions and Easements for KRA Tower and Residences, filed May 23, 2006, in Official Records Book 24557, page 1299, as affected by Assignment of Declarant's Rights and Developer's Rights, filed May 1, 2007, in Official Records Book 25580, page 2375, as modified by Amended and Restated Declaration of Covenants, Restrictions and Easements for KRA Tower and Residences, filed July 23, 2010, in Official Records Book 27363, Page 1548, as may be further amended, for ingress, egress and parking over, under and across the land described therein described therein.
Subject to the terms, provisions and conditions set forth in said instrument

AGAVE ACQUISITIONS

Parcel 1:

Units 100, 245, 400, 410, 420, 430, 500, 510, 520, 530, 601, 605, 2000, 2010, 2020, 2030, PH-IIA, PH-IIB, PH-IIC, and PH-IID, of KRA Tower Office Condominium, a Condominium according to the Declaration of Condominium of KRA TOWER OFFICE Condominium, filed May 23, 2006, in Official Records Book 24557, page 1364, as modified by Amendment to the Declaration of Condominium, filed May 1, 2008, in Official Records Book 26356, page 4025, as modified by Amendment to Declaration of KRA Tower Office Condominium, filed March 24, 2009, in Official Records Book 26799, page 1254, as modified by Amended and Restated Declaration of KRA Tower Office Condominium, filed July 23, 2010, in Official Records Book 27363, page 1699, as may be further amended, together with their undivided share in the common elements.

Parcel 2:

TOGETHER WITH (NON-EXCLUSIVE EASEMENT ESTATE)

Non-exclusive easements rights for the benefit of Parcel 1 above, as created by Article 4 in that Declaration of Covenants, Restrictions and Easements for KRA Tower and Residences, filed May 23, 2006, in Official Records Book 24557, page 1299, as affected by Assignment of Declarant's Rights and Developer's Rights, filed May 1, 2007, in Official Records Book

25580, page 2375, as modified by Amended and Restated Declaration of Covenants, Restrictions and Easements for KRA Tower and Residences, filed July 23, 2010, in Official Records Book 27363, Page 1548, as may be further amended, for ingress, egress and parking over, under and across the land described therein described therein.
Subject to the terms, provisions and conditions set forth in said instrument.

396 ALHAMBRA

Parcel I:

Lots 25 through 31, in Block 27, of CORAL GABLES SECTION K, LESS the Westerly 3.00 feet of Lot 31, in Block 27, of CORAL GABLES SECTION K; the West 3.00 feet of Lot 31 and all of Lots 32 through 38, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:

A. Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

AND

B. The West 3.00 feet of Lot 31 and all of Lots 32 through 38, Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38 in Block 27 conveyed to the City of Coral Gables as a Public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27, of the said CORAL GABLES SECTION K described as follows: Begin at a point on the North line of Lot 38, Block 27 of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley 20 feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley 20 feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of said Lot 38; thence run North along the East line of the West 12.62 feet of said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27 according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Detail by Entity Name

Florida Limited Liability Company
AGAVE ACQUISITIONS, LLC

Filing Information

Document Number	L10000127475
FEI/EIN Number	27-4700977
Date Filed	12/13/2010
State	FL
Status	ACTIVE
Last Event	LC STMNT OF AUTHORITY 21
Event Date Filed	07/25/2016
Event Effective Date	NONE

Principal Address

2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Changed: 02/05/2025

Mailing Address

2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Changed: 02/05/2025

Registered Agent Name & Address

PEREZ, JOSE A
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Name Changed: 02/16/2011

Address Changed: 02/05/2025

Authorized Person(s) Detail

Name & Address

Title Manager

Beckmann, Carlos
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Title Manager

Perez Helguera, Jose A.
2811 Ponce De Leon Blvd
STE 310
Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2023	02/03/2023
2024	01/23/2024
2025	02/05/2025

Document Images

02/05/2025 -- ANNUAL REPORT	View image in PDF format
01/23/2024 -- ANNUAL REPORT	View image in PDF format
02/03/2023 -- ANNUAL REPORT	View image in PDF format
01/12/2022 -- ANNUAL REPORT	View image in PDF format
03/19/2021 -- ANNUAL REPORT	View image in PDF format
02/14/2020 -- ANNUAL REPORT	View image in PDF format
02/20/2019 -- ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
07/25/2016 -- CORLCAUTH	View image in PDF format
05/17/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
01/18/2013 -- ANNUAL REPORT	View image in PDF format
03/07/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
12/13/2010 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CFN 2019R0787920
OR BK 31736 Pgs 934-937 (4Pgs)
RECORDED 12/20/2019 11:56:46
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by and when recorded, return to:

Philip M. Hanaka, Esq.
Buchanan Ingersoll & Rooney PC
401 East Las Olas Boulevard, Suite 2250
Fort Lauderdale, Florida 33301

ASSIGNMENT OF NOTE AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT: CITIBANK, N.A., a national banking association, having an address at 153 East 53rd Street, New York, New York 10043 ("**Assignor**"), in consideration of the sum of Ten Dollars ($10.00) and the unpaid principal balance of $45,399,885.35, the receipt of which is hereby acknowledged, paid to Assignor by **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, with an address at 2255 Glades Road, Suite 140W, Boca Raton, Florida 33431 (hereinafter called "**Assignee**"), hereby sells, grants, bargains, assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in that certain (collectively, the "**Assigned Security Documents**"):

(i) Mortgage, Assignment of Leases and Rents and Security Agreement, executed as of September 15, 2005 by 396 ALHAMBRA, LLC, a Florida limited liability company ("**Borrower**"), in favor of **HSBC REALTY CREDIT CORPORATION (USA)**, as agent ("**HSBC**") and recorded in Official Records Book 23794, at Page 1364, of the Public Records of Miami-Dade County, Florida, as modified by that certain First Modification of Mortgage, Assignment of Leases and Rents, and Security Agreement, and Notice of Future Advance executed as of March 14, 2009 by Borrower and HSBC and recorded in Official Records Book 26960, at Page 3743, of the Public Records of Miami-Dade County, Florida, as further modified by that certain Second Modification of Mortgage, Assignment of Leases and Rents, and Security Agreement, and Notice of Future Advance executed as of June 15, 2012 by Borrower and HSBC and recorded in Official Records Book 28175, at Page 223, of the Public Records of Miami-Dade County, Florida, as assigned to Assignor by HSBC pursuant to that certain Assignment of Note, Mortgage and Other Collateral Documents dated as of January 2, 2015 and recorded in Official Records Book 29452, at Page 2377, of the Public Records of Miami-Dade County, Florida (the "**Assignment**"), as further modified by that certain Mortgage Modification and Future Advance Agreement executed as of January 5, 2015 by Borrower and Assignor and recorded in Official Records Book 29452, at Page 2387, of the Public Records of Miami-Dade County, Florida (collectively, the "**Mortgage**"), and

(ii) Amended and Restated Renewal Promissory Note dated June 15, 2012 entered by Borrower in favor of HSBC, as assigned to Assignor by HSBC pursuant to the Assignment and further evidenced by that certain Allonge to Promissory Note entered by HSBC in favor of Assignor dated December, 2014, and as amended and restated by that certain Second Amended and Restated Renewal Promissory Note dated January 5, 2015 in the principal amount of $50,000,000.00 by Borrower in favor of Assignor (collectively, the "**Note**").

Assignor represents and warrants that (a) Assignor has not sold, transferred, assigned, conveyed, pledged, hypothecated, or endorsed any right, title or interest in the Mortgage or Note other than the assignment of the Mortgage and Note by Assignor to Assignee pursuant to this Assignment and that certain

Allonge to Second Amended and Restated Renewal Promissory Note dated as of even date herewith, (b) Assignor has the requisite power and authorization to sell and assign the Mortgage and the Note, and (c) there is now due and owing upon the Note the principal sum of $45,399,885.35.

The Assignee acknowledges that the Assignee has been given an opportunity to undertake its own investigation of the Assigned Security Documents, and the Assignee is relying solely on its own investigation of the Assigned Security Documents and not on any information provided or to be provided by the Assignor. The assignment of the Assigned Security Documents herein is made without recourse on an "AS IS", "WHERE IS" basis, with all faults, except as expressly set forth herein. **THE ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE ASSIGNED SECURITY DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREINABOVE.**

This Assignment of Note and Mortgage shall inure to the benefit of the successors and assigns of the Assignor and the Assignee, and shall be binding upon the successors and assigns of the Assignor and the Assignee. This Assignment may be executed in one or more counterparts. All such counterparts, taken together, shall constitute a single agreement. This Assignment shall not be effective until this Assignment of Note and Mortgage (or a counterpart hereof) shall have been executed by each of the Assignor, the Assignee and the Borrower.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signature of any party to any counterpart shall be deemed to be a signature to an may be appended to any other counterpart.

[SIGNATURE PAGE 1 OF 1 – ASSIGNMENT OF NOTE AND MORTGAGE]

16th ***IN WITNESS WHEREOF***, Assignor has duly executed and delivered this Assignment as of the ___ day of December, 2019.

ASSIGNOR:

CITIBANK, N.A., a national banking association

By: _____
Name: _____
Title: _____

Thomas Campbell
Vice President
CITIBANK, N.A.
201 S. Biscayne Blvd./31st Floor
(305) 679-5127

STATE OF Florida)
) ss:
COUNTY OF Dade)

On this, the 16 day of Dec, 2019, before me, a Notary Public, the undersigned officer, personally appeared Thomas Campbell, who acknowledged himself to be the Vice President of **CITIBANK, N.A.**, a national banking association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Indiana Jones
Notary Public

My commission expires:

Notary Public State of Florida
Indiana Jones
My Commission GG 253586
Expires 08/28/2022

51093776;3

IN WITNESS WHEREOF, Assignee has duly executed and delivered this Assignment as of the 16 day of December, 2019.

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Alex Haw
Title: Senior Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF Palm Beach)

On this, the 16 day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared ALEX HAW who acknowledged himself to be Senior Vice President of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires:
September, 24, 2021

VELVET HOSEIN
MY COMMISSION # GG109513
EXPIRES September 24, 2021

4840-1536-9892, v. 2
51093776;3

CFN: 20210740787 BOOK 32774 PAGE 4182
DATE:10/05/2021 12:37:08 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument prepared by and after recording return to:

Name: Brenda Goerks, Esq.
Address: Akerman LLP
98 S.E. 2nd Street, Suite 1100
Miami, Florida 33131

MORTGAGE AND OTHER LOAN DOCUMENTS MODIFICATION AND SPREADER AGREEMENT

This Mortgage and Other Loan Documents Modification and Spreader Agreement (the "**Agreement**") is entered into this 24th day of September, 2021, by and between AGAVE ACQUISITIONS, LLC, a Florida limited liability company (the "**Mortgagor**"), whose address is c/o Agave Holdings LLC, 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133, Attention: Jose Antonio Perez Helguera, in favor of CITIBANK, N.A., a national banking association (the "**Mortgagee**"), whose address is 153 East 53rd Street, New York, New York 10043.

W I T N E S S E T H:

A. On March 9, 2020, Mortgagor executed in favor of Mortgagee that certain Amended and Restated Mortgage, Assignment of Rents and Leases and Security Agreement recorded on March 16, 2020 in Official Records Book 31852, Page 1908, of the Public Records of Miami-Dade County, Florida, (as amended, modified, supplemented, and/or restated, from time to time, collectively, the "**Mortgage**"), said Mortgage amended and restating that certain Mortgage, Assignment of Rents and Leases and Security Agreement recorded April 12, 2012 in Official Records Book 28071, Page 1894, as affected by Mortgage Modification Agreement No. 1 to Mortgage Assignment of Rents and Leases and Security Agreement filed October 18, 2016 recorded in Official Records Book 30270, Page 2982, as affected by Cross-Collateralization and Cross-Default Agreement filed October 18, 2016 recorded in Official Records Book 30270, Page 3040, all of the Public Records of Miami-Dade County Florida.

B. The legal description of the real property secured by the Mortgage immediately prior to the date hereof is set forth in Exhibit "A" attached hereto and made a part hereof (the "**Land**").

C. Mortgagor also executed in favor of Mortgagee that certain Amended and Restated Assignment of Leases and Rents dated March 9, 2020, recorded on March 16, 2020, in Official Records Book 31852, at Page 1950, of the Public Records of Miami-Dade County, Florida, (as amended, modified, supplemented, and/or restated, from time to time, collectively, the "**Assignment of Leases and Rents"),** and that certain UCC-1 Financing Statement naming Citibank, N.A. as secured party and Agave Acquisitions, LLC as debtor, recorded April 12, 2012, Official Records Book 28071, Page 1963; as affected by UCC Financing Statement Amendment (Continuation) filed November 16, 2016 recorded in

Note to Tax Examiner: All documentary stamp tax and intangible tax due in connection with the Loan in were paid upon recordation of the Mortgage referred to herein. There are no additional documentary stamp taxes and intangible taxes due in connection with this Agreement

Official Records Book 30310, Page 2289; as affected by UCC Financing Statement Amendment recorded on March 16, 2020 in Official Records Book 31852, Page 1960, of the Public Records of Miami-Dade County, Florida (as amended, modified, supplemented, and/or restated, from time to time, collectively the "**Financing Statements**"), and other instruments, documents and agreements (as amended, modified, supplemented, and/or restated, from time to time, collectively, the "**Other Loan Documents**") securing or otherwise pertaining to Mortgagor's obligations under that certain $36,500,000.00 Amended and Restated Promissory Note dated March 16, 2020, from Mortgagor in favor of Mortgagee (as amended, modified, supplemented, and/or restated, from time to time, collectively, the "**Note**"). (Hereafter the Mortgage, Assignment of Leases and Rents, Financing Statements and Other Loan Documents shall sometimes be collectively referred to as the "**Loan Documents**").

D. It is the desire of Mortgagor and Mortgagee to modify the Mortgage so that the lien of the Mortgage shall encumber all right, title and interest of Mortgagor whether now owned or hereafter acquired in and to the additional real property described in Exhibit "B" attached hereto and made a part hereof (the "**Additional Property**").

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the parties hereto agree as follows:

1. All of the above Recitals are true and correct and are incorporated herein by reference. All capitalized terms used herein shall have the meaning ascribed thereto under the Mortgage unless separately defined herein.

2. Mortgagor does hereby covenant and agree that the lien, operation and effect of the Mortgage and the Loan Documents shall hereinafter be spread so that the Mortgage and Loan Documents encumber the Additional Property as if the Additional Property were included in the property encumbered by the Mortgage and the Loan Documents from the effective date of the Mortgage and the Loan Documents. The Mortgage shall constitute a valid first priority lien on the Additional Property. Any default under the terms and conditions of the Additional Mortgage or the Additional Loan shall be a default under this Mortgage.

3. The defined term "Land" as set forth in the Mortgage shall hereinafter be defined to mean and include the Additional Property.

4. The Loan shall remain secured by the lien of the Mortgage and the Loan Documents as spread hereby to encumber the Additional Property. The Mortgage and the Loan Documents as modified by this Agreement shall continue to secure all of the obligations of Mortgagor to Mortgagee whether now existing or hereafter created. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto. In the event of any conflict between the terms of this Agreement and any of the terms of the Mortgage, the terms of this Agreement shall control.

5. The Mortgagor hereby ratifies and re-affirms all of the terms and conditions of the Mortgage and Loan Documents as modified herein and Mortgagor does hereby acknowledge, certify, affirm and represent with full knowledge; that (i) Mortgagee is acting in reliance thereon in the execution of this Agreement and that there are no claims, offsets, breaches of any agreement, document or writing relating directly or indirectly to the Mortgage, the Note, the Loan Documents or the Other Loan Documents; (ii) there exists no matter, item or thing that would diminish or reduce the amount owed under the Loan, or any action or causes of action by the Mortgagor or any person dealing with the

Mortgagor against Mortgagee directly or indirectly relating to the Mortgage, the Note, the Loan Documents, or the other Loan Documents, and (iii) the Mortgagor affirms there is no offset or defense as to the indebtedness owed by Mortgagor to Mortgagee as of this date, and that Mortgagor is not in default under the Mortgage, the Note, the Loan Documents or the Other Loan Documents as of this date. Mortgagor further acknowledges that all representations and warranties made by the Mortgagor in the Mortgage and the Loan Documents remain true and correct as of this date.

6. Mortgagor warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the property encumbered by the Mortgage other than the first lien of the Mortgage and that the Mortgage is binding upon the Mortgagor, its successors and assigns, that no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to extend or modify the Loan.

7. AS A MATERIAL INDUCEMENT FOR MORTGAGEE TO EXECUTE THIS AGREEMENT, MORTGAGOR DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE MORTGAGEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH MORTGAGOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MORTGAGOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST MORTGAGEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE HEREOF. MORTGAGOR FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF MORTGAGEE'S EXECUTION OF THIS AGREEMENT, MORTGAGOR COVENANTS WITH AND WARRANTS UNTO MORTGAGEE, AND ITS AFFILIATES AND ASSIGNS, THAT THROUGH THE DATE HEREOF, THERE EXISTS NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST MORTGAGEE OR THE OBLIGATION OF MORTGAGOR TO PAY THE INDEBTEDNESS TO MORTGAGEE WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

8. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the first lien priority of the Mortgage and that all sums advanced in connection herewith shall have the same priority as the sums originally secured under the Mortgage.

9. Mortgagor agrees to pay all fees and costs related to the recording of this Agreement and as set forth by Mortgagee, including but not limited to intangible tax and documentary stamps, and any interest or penalties resulting therefrom and Mortgagor further agrees to indemnify and hold Mortgagee harmless from the payment of any such fees, costs, interest and penalties.

10. This Agreement may be executed in counterparts, each of which shall be considered an original and, when taken together, shall constitute one instrument.

11. Except as expressly modified in writing, all of the terms, covenants and conditions of the Loan Documents are hereby ratified and confirmed in all respects. Except as expressly modified herein, all the terms and conditions of the Mortgage are hereby ratified and confirmed in all respects and shall remain in full force and effect.

12. This Agreement shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee, and their respective heirs, personal representatives, successors and assigns, and the terms and provisions hereof, as well as the representations and warranties contained herein shall survive the execution and delivery hereof.

13. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING IN TO THIS AGREEMENT WITH MORTGAGOR.

[Signature Pages Follow]

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly signed and delivered as of the date herein first above written.

Signed, Sealed and Delivered
In the Presence of:

PRINT NAME OF WITNESS BELOW:
Gregory Schwalz

PRINT NAME OF WITNESS BELOW:
MICHAEL N. WILLIAMS

Mortgagor:

AGAVE ACQUISITIONS, LLC, a Florida limited liability company

By: _____
Jose Antonio Perez Helguera, its Manager

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

The foregoing instrument was acknowledged before me means of ☒ physical presence or ☐ online notarization this 22 day of September, 2021, by Jose Antonio Perez Helguera, as Manager of AGAVE ACQUISITIONS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

Roberto Porter
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Roberto G Porter
My Commission GG 366481
Expires 11/18/2023

(Print, Type or Stamp Commissioned Name of Notary Public)

IN WITNESS WHEREOF, Mortgagee have caused these presents to be duly signed and delivered as of the date herein first above written.

Mortgagee:

CITIBANK, N.A.

By: _____
Name: Andrew P. Smith
Title: Managing Director

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me means of ☑ physical presence or ☐ online notarization this 20 day of September, 2021, by Andrew P. Smith , as Managing Director of CITIBANK, N.A., who is personally known to me or who has produced _____ (type of identification) as identification.

SCOTT DETRAGLIA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02DE5033485
Qualified in Onieda County
Commission Expires Janaury 17, 2023

_____
NOTARY PUBLIC, STATE OF NEW YORK

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

EXHIBIT "A"

(Legal Description of the Land)

PARCEL 5

UNIT NUMBERS 100, 245, 400, 410, 420, 430, 500, 510, 520, 530, 2000, 2010, 2020, 2030, PH-IIA, PH-IIB, PH-IIC AND PH-IID, OF KRA TOWER OFFICE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS RECORDED IN OFFICIAL RECORDS BOOK 24557, AT PAGE 1364, AS AFFECTED BY ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375, AS AFFECTED BY AMENDMENT TO THE DECLARATION OF CONDOMINIUM, FILED MAY 1, 2008, IN OFFICIAL RECORDS BOOK 26356, AT PAGE 4025, AS AFFECTED BY AMENDMENT TO DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED MARCH 24, 2009, IN OFFICIAL RECORDS BOOK 26799, AT PAGE 1254, AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED JULY 23, 2010, IN OFFICIAL RECORDS BOOK 27363, AT PAGE 1699, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 6

NON-EXCLUSIVE EASEMENT RIGHTS FOR THE PURPOSES IDENTIFIED IN THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KRA TOWER AND RESIDENCES RECORDED MAY 23, 2006 IN OFFICIAL RECORDS BOOK 24557, PAGE 1299; AS AFFECTED BY ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375; AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KRA TOWER AND RESIDENCES RECORDED IN OFFICIAL RECORDS BOOK 27363, PAGE 1548 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

(Legal Description – Additional Property)

Units 1100, 1140, 1150 and 1160, all of Tower Office Condominium, a Condominium according to the Declaration of Condominium of KRA TOWER OFFICE Condominium, filed May 23, 2006, in Official Records Book 24557, page 1364, as modified by Amendment to the Declaration of Condominium, filed May 1, 2008, in Official Records Book 26356, page 4025, as modified by Amendment to Declaration of KRA Tower Office Condominium, filed March 24, 2009, in Official Records Book 26799, page 1254, as modified by Amended and Restated Declaration of KRA Tower Office Condominium, filed July 23, 2010, in Official Records Book 27363, page 1699, as may be further amended, together with their undivided share in the common elements.

CFN 2019R0787922
OR BK 31736 Pgs 941-968 (28Pgs)
RECORDED 12/20/2019 11:56:46
MTG DOC TAX $37,100.70
INTANG TAX $21,200.23
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document prepared by and
upon recordation return to:

Buchanan Ingersoll & Rooney PC
401 East Las Olas Boulevard, Suite 2250
Ft. Lauderdale, FL 33301
Attn: Philip M. Hanaka, Esq.
Telephone No.: (954) 468-2303

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PROPER FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $68,355.00 AND INTANGIBLE TAXES IN THE AMOUNT OF $39,060.00 WERE PAID IN CONNECTION WITH THE RECORDING THE ORIGINAL MORTGAGE AND EVIDENCE OF SUCH PAYMENT APPEARS ON THE ORIGINAL MORTGAGE. ADDITIONAL FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $22,995.00 AND INTANGIBLE TAXES IN THE AMOUNT OF $13,140.00 WERE PAID IN CONNECTION WITH A FUTURE ADVANCE IN THE AMOUNT OF $6,570,000.00 EVIDENCED BY THE FIRST AMENDED NOTE, AND EVIDENCE OF SUCH PAYMENT APPEARS ON THE FIRST MORTGAGE MODIFICATION. ADDITIONAL FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $48,650.00 AND INTANGIBLE TAXES IN THE AMOUNT OF $27,800.00 WERE PAID IN CONNECTION WITH A FUTURE ADVANCE IN THE AMOUNT OF $13,900,000.00 EVIDENCED BY THE SECOND AMENDED NOTE, AND EVIDENCE OF SUCH PAYMENT APPEARS ON THE SECOND MORTGAGE MODIFICATION. ADDITIONAL FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $51,658.25 AND INTANGIBLE TAXES IN THE AMOUNT OF $29,518.88 WERE PAID IN CONNECTION WITH A FUTURE ADVANCE IN THE AMOUNT OF $14,759,443.82 EVIDENCED BY THE THIRD AMENDED NOTE, AND EVIDENCE OF SUCH PAYMENT APPEARS ON THE THIRD MORTGAGE MODIFICATION. THE CURRENT PRINCIPAL BALANCE OF THE THIRD AMENDED NOTE IS $45,399,885.35. ADDITIONAL FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $37,100.70 AND INTANGIBLE TAXES IN THE AMOUNT OF $21,200.23 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT IN CONNECTION WITH A FUTURE ADVANCE IN THE AMOUNT OF $10,600,114.65, AS EVIDENCED BY THE NOTE, AS DEFINED BELOW.

AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

[TERM LOAN]

(This Mortgage Secures Future Advances)

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") is made as of December 18, 2019, by **396 ALHAMBRA, LLC**, a Florida limited liability company (the "**Mortgagor**"), with an address at 2601 South Bayshore Drive, Suite 250, Miami, Florida 33133, in favor of **PNC BANK, NATIONAL ASSOCIATION** (the "**Mortgagee**"), with an address at 2255 Glades Road, Suite 140W, Boca Raton, Florida 33431.

WHEREAS, Mortgagor requested and HSBC Realty Credit Corporation (USA), a Delaware corporation, as Agent for itself and other lenders (collectively, "**HSBC**"), agreed to make a loan to Mortgagor (the "**Original Loan**"), which Original Loan is evidenced by those certain Promissory Note(s) dated September 15, 2005, in the principal amount of $19,530,000.00 (the "**Original Note**"). The Original Note was secured by that certain Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of September 15, 2005, executed by Mortgagor in favor of HSBC, dated September 15, 2005 and recorded on September 21, 2005 in Official Records Book 23794, at Page 1364, of the Public Records of Miami-Dade County, Florida (the "**Original Mortgage**");

WHEREAS, Mortgagor subsequently requested and HSBC agreed to amend and restate the Original Loan, as evidence by that certain Amended and Restated Renewal Promissory Note dated as of March 14, 2009, in the principal amount of $26,100,000.00 (the "**First Amended Note**"), which First Amended Note amended, restated, increased and superseded the Original Note in its entirety. The First Amended Note secured by the Original Mortgage, as modified by that certain First Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance dated as of March 14, 2009 by Mortgagor and HSBC, recorded on July 30, 2009 in Official Records Book 26960, at Page 3743, of the Public Records of Miami-Dade County, Florida (the "**First Mortgage Modification**");

WHEREAS, Mortgagor subsequently requested and HSBC agreed to further amend and restate the Original Loan, as evidenced by that certain Amended and Restated Renewal Promissory Note dated as of June 15, 2012, in the principal amount of $40,000,000.00 (the "**Second Amended Note**"), which Second Amended Note amended, restated, increased and superseded the First Amended Note in its entirety. The Second Amended Note was secured by the Original Mortgage, as modified by the First Mortgage Modification, as modified by that certain Second Modification of Mortgage, Assignment of Leases and Rents and Security Agreement, and Notice of Future Advance dated as of June 15, 2012 by Mortgagor and HSBC, recorded on July 5, 2012 in Official Records Book 28175, at Page 223 of the Public Records of Miami-Dade County, Florida (the "**Second Mortgage Modification**"); and

WHEREAS, Mortgagor subsequently requested and HSBC agreed to assign the Original Loan, as modified, to CITIBANK, N.A., a national banking association ("**CITIBANK**"), as

evidence by that certain Assignment of Note, Mortgage and Other Collateral Documents by HSBC in favor of CITIBANK, dated as of January 2, 2015 and recorded in Official Records Book 29452, at Page 2377 of the Public Records of Miami-Dade County, Florida (the "**Assignment**"), and further amend and restate the Original Loan, as evidenced by that certain Second Amended and Restated Renewal Promissory Note dated as of January 2, 2015, in the principal amount of $50,000,000.00 (the "**Third Amended Note**"), which Third Amended Note amended, restated, increased and superseded the Second Amended Note in its entirety. The Third Amended Note was secured by the Original Mortgage, as modified by the First Mortgage Modification, as modified by the Second Mortgage Modification, as modified by that certain Mortgage Modification and Future Advance Agreement dated as of January 2, 2015 by Mortgagor and CITIBANK, recorded on January 5, 2015 in Official Records Book 29452, at Page 2387 of the Public Records of Miami-Dade County, Florida (the "**Third Mortgage Modification**"); and

WHEREAS, Mortgagor has now requested and Mortgagee has agreed to take an assignment of the Original Loan and to subsequently renew, amend, restate and increase the Original Loan. In connection therewith, CITIBANK is assigning the Original Loan to Mortgagee pursuant to the terms of that certain Assignment of Note and Mortgage dated of even date herewith to be recorded in the Public Records of Miami-Dade County, Florida. The Note (as described below) is secured in part by this Mortgage, which amends and restates the Original Mortgage in its entirety and this Mortgage also secures Mortgagor's obligations under any ISDA Master Agreement (including the Schedule thereto) executed by Mortgagor and Mortgagee (collectively, the "**Master Agreement**"), the obligations of Mortgagor under the Master Agreement being herein called the "**PNC Provided Interest Rate Hedge Liabilities**".

BACKGROUND:

Mortgagor is the owner of certain tracts or parcels of land described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon.

Pursuant to the terms and conditions of a Loan Agreement dated as of even date herewith, by and among Mortgagor and Mortgagee (as the same may be amended, modified, replaced, restated or supplemented from time to time, the "**Loan Agreement**"), Mortgagor has borrowed from Mortgagee up to FIFTY-SIX MILLION DOLLARS ($56,000,000.00) (the "**Loan**") which Loan is evidenced by the Note (as defined in the Loan Agreement), which consolidates, amends and restates the indebtedness evidenced by the Third Amended Note with a future advance made on the date hereof in the amount of $10,600,114.65 (as amended, modified, replaced, restated or supplemented from time to time, the "**Note**").

NOW, THEREFORE, for the purpose of securing the payment and performance of all Obligations (as defined in the Loan Agreement, including any PNC Provided Interest Rate Hedge Liabilities), Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, gives, grants, bargains, sells, conveys, assigns, transfers, mortgages, hypothecates, pledges, sets over and confirms unto Mortgagee and hereby grants to Mortgagee a security interest in and lien upon the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds

thereof, and all reversions and remainders of such property, all of the same whether now owned or held or hereafter acquired (collectively, the "**Mortgaged Property**"):

(a) all of the premises described in Exhibit A, together with (i) all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances now or hereafter belonging or appertaining thereto; (ii) all estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in Law or in equity; and (iii) all rights, if any, retained by, reserved to or created for the benefit of Mortgagor as a declarant or other party who subjects the foregoing to any condominium regime, owners' association, or similar regime intended to establish common interests or ownership rights therein (collectively, the "**Land**");

(b) all the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land (collectively, the "**Improvements**");

(c) all machinery, apparatus, equipment, fittings, appliances and fixtures of every kind and nature whatsoever owned by Mortgagor and regardless of whether the same may now or hereafter be attached or affixed to the Land or Improvements, including all electrical, antipollution, heating, lighting, incinerating, power, air conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, computer and communication machinery, apparatus, equipment, fittings, appliances and fixtures, and all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors, elevators, escalators and motor vehicles, and all articles of personal property and goods of every kind and nature whatsoever, including all shades, awnings and carpets now or hereafter affixed to, attached to, placed upon, or used or usable in any way in connection with the use, enjoyment, occupancy or operation of the Land or Improvements (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases;

(d) all of the Mortgagor's right, title and interest in and to any and all agreements, contracts, plans, franchises, management agreements, approvals (whether issued by a governmental authority or otherwise), leases of equipment and other personal property, and other documentation or written or recorded work product required for or in any way related to the development, construction, renovation, use, occupancy, maintenance or ownership of the Improvements, whether now existing or hereafter arising, including all (i) other plans, specifications and other design work for buildings and utilities, (ii) architect's and engineer's agreements, (iii) construction contracts and warranties, (iv) environmental reports, surveys and other engineering work product, (v) permits and licenses, including all Governmental Approvals to the extent permitted by Law or by the terms thereof, and (vi) agreements of sale, purchase options and agreements for easements and rights of way benefiting the Land (collectively, the "**Contracts**");

(e) all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land or Improvements, including all cash, guaranties, letters of credit or securities deposited or delivered under the leases to secure performance of lessees of their obligations thereunder, whether such cash, guaranties, letters of credit or securities are to be held until the expiration of the terms of such leases or applied to one

or more installments of rent coming due prior to the expiration of such terms (collectively, the "**Leases**");

(f) all revenues, rents, income, issues and profits arising or issuing from the Land, the Improvements or the Leases including, without limitation, (i) early termination fees, break fees, or reimbursements of concessions provided to lessees due to Mortgagor, (ii) payments or reimbursements of percentage rent, operating costs, taxes, insurance, or services provided to lessees, and (iii) all advantages and claims against guarantors of any Leases whether any of the foregoing arise before or after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar Law (collectively, the "**Rents**");

(g) all personal property of Mortgagor located on, related to or used or usable in connection with the Mortgaged Property, including the following: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) all Loan proceeds now or hereafter held by Mortgagee or any other financial institution, whether or not disbursed; (v) all funds now or hereafter deposited by Mortgagor with Mortgagee under the Loan Agreement, any of the other Loan Documents or for any other reason in connection with the Mortgaged Property, (vi) all reserves, deferred payments, deposits, refunds, escrows, cost savings and payments of any kind relating to the construction, operation and use of the Improvements, (vii) instruments (including promissory notes); (viii) documents (including warehouse receipts); (ix) chattel paper (including electronic chattel paper and tangible chattel paper); (x) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (xi) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (xii) equipment, including machinery, vehicles and furniture; (xiii) fixtures; (xiv) agricultural liens; (xv) as-extracted collateral; (xvi) letter of credit rights; (xvii) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xviii) all the items otherwise described in this subsections (a) through (f), above, or (i) through (l) below, which are personal property or fixtures otherwise within the scope of the UCC (defined below); (xix) all supporting obligations of all of the foregoing property; (xx) all property of Mortgagor now or hereafter in Mortgagee's possession or in transit to or from, or under the custody or control of, Mortgagee or any affiliate of Mortgagee; (xxi) all cash and cash equivalents thereof; and (xxii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof (collectively, the "**UCC Collateral**");

(h) all books, accounts and other records described in Section 4.4 of the Loan Agreement;

(i) all minerals, petroleum, natural resources, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

(j) all insurance proceeds under any policy of insurance maintained pursuant to the Loan Documents, all condemnation proceeds, awards or damages relating to the Mortgaged Property, and all rebates, refunds or repayment of any Impositions;

(k) the Escrow Charges (as hereinafter defined); and

(l) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

To have and to hold the same unto Mortgagee, its successors and assigns, forever.

Provided, however, that if Mortgagor pays to Mortgagee the Obligations, and if Mortgagor keeps and performs each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the release and termination of all obligations, duties and commitments of Mortgagor under the Obligations and the Loan Documents, and subject to the provisions of Section 35, the estate granted and conveyed will automatically become null and void and Mortgagee shall promptly deliver and file, as appropriate, UCC-3 termination statements and any other documents or agreements evidencing satisfaction of this Mortgage and termination of Mortgagee's rights hereunder and under the Loan Documents.

This Mortgage is expressly made, executed and delivered pursuant and subject to and shall be construed in accordance with the provisions of the laws of the State of Florida now in force or hereafter in effect without regard to conflicts of laws. All obligations and duties imposed upon Mortgagor by the provision of said laws as amended from time to time and all rights and remedies conferred thereby upon Mortgagee are hereby reaffirmed. The covenants and conditions hereinafter appearing, where the same may differ from or supplement the said laws, shall be construed as giving to Mortgagee rights and remedies additional to and cumulative with those specified in said laws and shall not be construed in any way as excluding said laws or depriving Mortgagee of any of its rights or privileges or remedies thereunder.

This Mortgage constitutes a "**Security Agreement**" with the meaning of and shall create a security interest under the Uniform Commercial Code Secured Transactions (the "**UCC**") as adopted by the State of Florida, as in effect from time to time, or under the UCC in force from time to time, in any other state to the extent the same is applicable law with respect to the fixtures, Equipment, Leases, Rents, and personal property; all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith. A carbon, photographic or other reproduction of this Mortgage or of any financing statement shall be sufficient as a financing statement. The debtor's principal place of business and the secured party's address is set forth in the introduction to this Mortgage.

Mortgagor hereby waives and renounces all homestead and exemption rights provided by the constitution and laws of the United States and of any state, in and to the Mortgaged Property as against the collection of Obligations, or any part hereof.

All other exemptions are hereby expressly waived.

In furtherance of the foregoing provisions, the Mortgagor covenants, agrees, represents and warrants as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein, whether appearing before or after this provision, have the meanings given such terms in the Loan Agreement.

2. Covenants. Until all the Obligations have been fully paid, satisfied and discharged and until the Mortgagee has no further obligation to make any additional advances of the Loan proceeds or, if applicable, to issue or honor letters of credit for Mortgagee's benefit, the Mortgagor agrees as follows:

(a) Payment and Performance of Obligations. Mortgagor will pay or cause to be paid and perform all Obligations when due as provided in the Loan Documents. All the covenants, conditions and agreements contained in the Loan Agreement, the Note and the other Loan Documents are incorporated by reference herein.

(b) Insurance. Mortgagor will obtain and maintain, or cause to be maintained, in full force and effect at all times all policies of insurance required by the terms of the Loan Agreement.

(c) Payment of Impositions. Mortgagor will promptly pay all Impositions in accordance with the terms of the Loan Agreement.

(d) Maintenance and Use of Mortgaged Property. Mortgagor will maintain the Mortgaged Property in a good and safe condition and state of repair, in accordance with the terms of the Loan Agreement. Subject to the terms of the Loan Agreement, the Mortgaged Property will not be removed, demolished or materially altered or expanded (except for ordinary replacement of personal property) without the Mortgagee's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the terms of the Loan Agreement, Mortgagor will not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof.

(e) Waste. Mortgagor will not commit or suffer any waste of the Mortgaged Property or make an change in the use of the Mortgaged Property which would any way increase the risk of fire or other hazard arising out of the operation of the Mortgaged Property, or take any action that would invalidate or give cause for cancellation of any insurance policy required to be maintained by the terms of the Loan Agreement, or do or permit to be done on the Mortgaged Property anything that would impair the value of the Mortgaged Property or the security of this Mortgage. Without Mortgagee's prior written consent, Mortgagor will not permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the

subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

(f) Change of Name, Identity or Structure. Except as may be permitted under the Loan Agreement, Mortgagor will not change Mortgagor's name, identity (including its trade name or names) or corporate, partnership, limited liability company or other legal structure without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Title.

(a) Mortgagor represents and warrants to Mortgagee that: (i) Mortgagor has good and marketable title to an estate in fee simple absolute in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Mortgaged Property, in each case free and clear of all liens and encumbrances, except for Permitted Encumbrances; (ii) Mortgagor's correct name, type of organization, jurisdiction of organization and chief executive office are as set forth in the heading of this Mortgage; and (iii) this Mortgage is a valid and enforceable first lien on the Mortgaged Property subject only to Permitted Encumbrances.

(b) Mortgagor covenants and agrees that: (i) Mortgagee will, subject to Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Property; and (ii) Mortgagor will preserve such title as it warrants herein and the validity and priority of the lien hereof and will forever warrant and defend the same to Mortgagee against the claims of all persons.

4. Leases.

(a) Mortgagor does hereby absolutely and unconditionally assign to Mortgagee all current and future Leases and Rents, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. The assignments of Leases and Rents contained in this Mortgage are intended to provide Mortgagee with all the rights and remedies of mortgagees pursuant of Florida Statutes, as may be amended from time to time. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, the appointment of a receiver as provided in Section 14(d) herein, nor shall any provision in this Mortgage diminish, alter, impair, or affect any rights or powers of the receiver in law or equity or as set forth in Section 14(d). In addition, this assignment shall be fully operative without regard to the value of the Mortgaged Property or without regard to the adequacy of the Mortgaged Property to any rights arising under Florida Statutes. Further, except for the notices required hereunder or under any of the other Loan Documents, if any, Mortgagor waives any notice of default or demand for turnover of rents by Mortgagee, together with any rights under Florida Statutes to apply to a court to deposit the Rents into the registry of the court or such other depository as the court may designate.

(b) Mortgagor will execute and deliver to Mortgagee, on demand, such additional assignments and instruments as Mortgagee may reasonably require to implement, confirm, maintain and continue the assignment of Rents and Leases hereunder. The assignment of Rents

and, as noted in Section (a) above, Leases contained herein is independent of any separate assignment of Rents and Leases given in favor of Mortgagee and is intended as an absolute assignment and not merely the granting of a security interest. Mortgagor, however, will have a license to collect, retain and use the Rents during any period of time that no Event of Default exists.

(c) Mortgagor will not (i) execute an assignment or pledge of Rents or Leases other than in favor of Mortgagee, or (ii) accept any prepayment of Rents that exceeds three (3) months' rental under the applicable Lease, or (iii) except as otherwise specifically permitted in the Loan Agreement, enter into or amend any of the terms of any of the Leases without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any or all Leases of all or any part of the Mortgaged Property are subordinated to this Mortgage and to Mortgagee's rights and, together with any and all rents, issues or profits relating thereto, and will be assigned at the time of execution to Mortgagee as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to Mortgagee in its reasonable discretion.

5. Due on Sale; Transfers. Unless permitted by the Loan Agreement and subject to any approval or consent rights of Mortgagee therein, Mortgagor will not sell, convey or otherwise transfer any interest in the Mortgaged Property (whether voluntarily or by operation of law), or agree to do so, including (a) any sale, conveyance, encumbrance, assignment or other transfer of (including installment land sales contracts), or the grant of a security interest or negative pledge in or against, all or any part of the legal or equitable title to the Mortgaged Property; (b) any lease, license, or possessory right of all or any portion of the Mortgaged Property; or (c) any sale, conveyance, encumbrance, assignment, or other transfer of, or the grant of a security interest or negative pledge in or against, any membership interest in the Mortgagor. Any transaction which is prohibited under this Section 5 will be null and void to the extent permitted by applicable Law. Any default under this Section 5 will cause an immediate acceleration of the Obligations, without any demand by Mortgagee.

6. Construction Contracts; Mechanics' Liens. Prior to Mortgagor performing any construction or other work on or about the Mortgaged Property for which a lien could be filed against the Mortgaged Property, Mortgagor will enter into a written contract (each an "**Additional Construction Contract**") with the contractor who is to perform such work, or materialman providing materials (each an "**Additional Contractor**"), containing a provision whereby (a) Additional Contractor will, upon the request of Mortgagor or Mortgagee, at no cost to Mortgagee and consistent with the requirements of the Loan Agreement, subsequently obtain advance lien waivers from such parties in a form acceptable to Mortgagee; and (b) Additional Contractor agrees to comply with any other customary construction requirements of Mortgagee. The foregoing shall not apply to any maintenance work on or about the Mortgaged Property with an annual cost of less than $250,000. Notwithstanding the foregoing, if any mechanic's or other Lien is filed against the Mortgaged Property purporting to be for labor or material furnished or to be furnished on behalf of Mortgagor or for any other reason relating to the acts or omissions of Mortgagor, including any mechanic's or other Lien filed by a contractor performing maintenance work, then Mortgagor will at its expense, cause such Lien to be discharged of record by payment, bond, transfer of lien to security, or otherwise within thirty (30) days after Mortgagor's knowledge or receipt of notice thereof or, in the case of mechanic's or other Liens that result

from a Tenant's work, will diligently enforce the Tenant's obligation to discharge such Lien. If Mortgagor fails to cause such Lien to be discharged of record within the thirty (30) day period, Mortgagee may, in Mortgagee's sole discretion and without waiving Mortgagee's other rights and remedies under the Loan Documents, cause such Lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses thereto, and Mortgagor will, upon demand, reimburse Mortgagee for all amounts paid and costs incurred in connection therewith including attorneys' fees and disbursements.

7. Rights of Mortgagee to Insurance Proceeds.

(a) In the event of a casualty loss with respect to the Mortgaged Property, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims in excess of $1,000,000 and Mortgagor shall not adjust, collect or compromise any claims in excess of $1,000,000 under said policies without the prior written consent of Mortgagee. Mortgagor shall have the exclusive right to adjust and compromise all insurance claims of $1,000,000 or less. Each insurer is hereby authorized and directed to make payment under said policies in excess of $1,000,000, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee, jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefor. In the event of a casualty loss with respect to the Mortgaged Property involving a Minor Loss (as hereinafter defined), provided that the conditions of Section 10 hereof are satisfied at the time of such casualty, Mortgagee shall apply the insurance proceeds received for a Minor Loss to the repair and restoration of the Mortgaged Property under such terms and conditions as are set forth in Section 10 hereof. If any loss results in a Major Loss or if any of the other conditions set forth in Section 10 are not satisfied, any such proceeds may, at the sole option of Mortgagee, be applied to all or any part of Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as are set forth in Section 10 or otherwise as Mortgagee may impose. Mortgagee shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make such election.

(b) A "**Minor Loss**" shall mean a casualty loss or condemnation proceedings involving the Mortgaged Property wherein all of the following conditions are met:

(i) no Event of Default shall have occurred and be continuing;

(ii) the casualty or condemnation proceeds are less than $2,500,000;

(iii) at least 90% of the executed Leases shall continue to remain in full force and effect notwithstanding the applicable casualty or condemnation;

(iv) the Mortgagor provides evidence satisfactory to the Mortgagee that reconstruction of the Mortgaged Property can be completed no later than six (6) months prior to the Expiration Date; and

(v) the Mortgagee determines that casualty or condemnation proceeds are sufficient to pay in full the cost of reconstruction. In the event that the Mortgagee determines

that such proceeds are not sufficient, Mortgagee shall not be required to make any proceeds available for reconstruction unless the Mortgagor complies with the provisions of Section 10(a)(i) hereof.

(c) Any casualty loss or condemnation proceedings involving the Mortgaged Property which does not qualify as a Minor Loss shall be called a "**Major Loss**".

8. Condemnation. Mortgagor, promptly upon obtaining actual knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Upon reasonable notice to Borrower, Mortgagee may participate in any such proceedings and Mortgagor shall deliver to Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee. In the event that Mortgagee shall receive any such award or compensation for a Minor Loss, and provided that the conditions of Section 10 hereof are satisfied at the time of such condemnation, Mortgagee shall apply the award or compensation proceeds received for such Minor Loss to the repair and restoration of the Mortgaged Property under such terms and conditions as are set forth in Section 10 hereof. If the condemnation proceedings result in a Major Loss or if any of the other conditions set forth in Section 10 are not satisfied, then any such award or compensation proceeds may, at the sole option of Mortgagee, be applied to all or any part of the Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as are set forth in Section 10 or otherwise as Mortgagee may reasonably impose. Mortgagee shall not be deemed to have such option until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make such election.

9. Environmental Indemnity Agreement. Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement of even date herewith. All of Mortgagor's representations, warranties, covenants and obligations under the Environmental Indemnity Agreement are incorporated by reference in this Mortgage, and any costs, expenses or other amounts due and payable from time to time by Mortgagor pursuant to the Environmental Indemnity Agreement are secured by the lien of this Mortgage.

10. Restoration.

(a) All amounts of casualty insurance or condemnation proceeds received by Mortgagee pursuant to Section 7 or Section 8, respectively, which are to be applied to the restoration of the Mortgaged Property shall be applied in accordance with this Section 10 and, in the event that the conditions set forth in this Section 10 hereof have been satisfied and the same relate to a Major Loss, such proceeds may either be held in a restoration fund ("**Restoration Fund**") by Mortgagee or, if it refuses to serve, a bank or trust company appointed by Mortgagee which has a combined capital and surplus of not less than $100,000,000.00 as restoration fund trustee (the "**Restoration Fund Trustee**") with any additions thereto that may be required by Mortgagee as hereinafter provided. The interest or income, if any, received on all deposits or investments of any monies in the Restoration Fund shall be added to the Restoration Fund. If

Mortgagee consents to the deposit of such funds in an interest-bearing account or otherwise consents to the investment of such funds, neither Mortgagee nor the Restoration Fund Trustee shall be liable or accountable for any loss resulting from any such deposit or investment or for any withdrawal, redemption or sale of deposits or investments. Mortgagee and the Restoration Fund Trustee may impose reasonable charges for services performed in managing the Restoration Fund and may deduct such charges therefrom. Restoration shall be performed only in accordance with the following conditions:

(i) prior to commencement of restoration and from time to time during restoration, Mortgagee may require Mortgagor to deposit additional monies into the Restoration Fund in amounts which, in Mortgagee's commercially reasonable judgment, are sufficient to defray all costs to be incurred to complete the restoration and all costs associated therewith, including labor, materials, architectural and design fees and expenses and contractor's fees and expenses, to the extent the same exceed the amounts contained in the Restoration Fund, and Mortgagee shall have approved a budget and cost breakdown for the restoration, together with a disbursement schedule, all in detail satisfactory to Mortgagee;

(ii) prior to commencement of restoration, the contracts, contractors, plans and specifications for the restoration shall have been approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all governmental authorities having jurisdiction, and Mortgagee shall be provided with acceptable surety bonds insuring satisfactory completion of the restoration and the payment of all subcontractors and materialmen;

(iii) all restoration work shall be done under a guaranteed maximum price construction contract(s) or other contract approved by Mortgagee;

(iv) at the time of any disbursement from the Restoration Fund, an Event of Default shall not have occurred and be continuing, no mechanics' or materialmen's liens shall have been filed and remain undischarged and an endorsement satisfactory to Mortgagee to its title insurance policy shall have been delivered to Mortgagee;

(v) disbursements from the Restoration Fund shall be made from time to time, but not more frequently than once each calendar month, for completed work under the aforesaid contracts (subject to retainage as provided in (vii) below) and for other costs associated therewith and approved by Mortgagee upon receipt of evidence satisfactory to Mortgagee of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans and specifications as reasonably approved by Mortgagee;

(vi) Mortgagor will pay the reasonable cost of Mortgagee's inspecting architect or engineer and the cost of any reasonable out-of-pocket attorney's fees and disbursements incurred by Mortgagee in connection with such restoration;

(vii) Mortgagee shall have the option to retain up to ten percent (10%) of the cost of all work until the restoration is fully completed, as determined by Mortgagee, and all occupancy permits therefor have been issued;

(viii) Mortgagee may impose such other conditions, including a restoration schedule, as may be reasonably required by Mortgagee to assure complete and lien-free restoration; and

(ix) any sum remaining in the Restoration Fund upon completion of restoration shall, at Mortgagee's sole option, be applied to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or be paid to Mortgagor.

(b) If within a reasonable period of time after the occurrence of any loss or damage to, or condemnation of, the Mortgaged Property, to in no event exceed ninety (90) days, Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval of plans and specifications for the repair, restoration or rebuilding of such loss, damage or condemnation or shall not have submitted to all governmental authorities whose approval is required for approval of such plans and specifications from or if, after such plans and specifications are approved by Mortgagee and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work of if any other condition of this Section is not satisfied within a reasonable period of time after the occurrence of any such loss or damage, then Mortgagee, in addition to all other rights herein set forth, and after giving Mortgagor thirty (30) days written notice of the nonfulfillment of one or more of the foregoing conditions, may, failing Mortgagor's fulfillment of said conditions within said thirty (30)-day period, at Mortgagee's option, either (i) declare all Obligations immediately due and payable, or (ii) perform or cause to be performed such repair, restoration or rebuilding and may take such other steps as Mortgagee may elect to carry out such repair, restoration or rebuilding and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and any receiver and their respective agents (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver or agent) arising out of anything done by them or any of them pursuant to this Section and Mortgagee may, in its discretion, apply any insurance of condemnation proceeds held by it to reimburse itself or such receiver for all amounts expended or incurred by it in connection with the performance of such work, including reasonable third party attorneys' fees, and any excess costs shall be paid by Mortgagor to Mortgagee, and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Mortgage and shall bear interest at the Default Rate until paid.

(c) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee).

11. Installments for Insurance, Taxes. Upon Mortgagee's written request, upon the occurrence and during the continuance of an Event of Default, Mortgagor will pay monthly to Mortgagee, an amount determined by Mortgagee to equal one-twelfth (1/12th) of the annual

premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Mortgaged Property (collectively, the "**Escrow Charges**"). The amounts so paid (collectively, the "**Escrowed Amounts**") will be used in payment of Escrow Charges. No Escrowed Amount will bear interest or be deemed to be trust funds. Mortgagee has no obligation to pay any Escrow Charges if at any time Escrowed Amount being held by the Mortgagee for such Escrow Charges are insufficient to make such payments. If, at any time, Escrowed Amount are exhausted, or if Mortgagee determines, in its sole discretion, that such funds will be insufficient to pay in full any Escrow Charges when due, Mortgagor will promptly pay to Mortgagee, upon demand, an amount which Mortgagee estimates as sufficient to make up such deficiency. Upon the occurrence and during the continuance of an Event of Default, Mortgagee has the right, at its election, to apply any Escrowed Amount against the Obligations in such order as Mortgagee determines in its sole discretion, and Mortgagor hereby grants to Mortgagee a lien upon and security interest in all Escrowed Amounts for such purpose. Nothing in this Section, however, shall relieve Mortgagor of its obligation to pay all costs and expenses related to all Impositions, insurance.

12. Inspection of Mortgaged Property. In addition to any rights that the Mortgagee may have under the Loan Agreement, Mortgagee and its employees and agents have the right to enter the Mortgaged Property at any reasonable hour for the purpose of inspecting the Mortgaged Property. Subject to the rights of tenants under their respective leases, Mortgagor will provide Mortgagee and its employees and agents, rights of access to the Mortgaged Property during business hours, upon 48 hours written notice to Borrower (except in emergencies), as well as such information about the Mortgaged Property and the past or present conduct of operations and activities thereon as Mortgagee and its employees and agents, reasonably request.

13. Security Agreement; Fixture Filing, Etc.

(a) Mortgagor grants to Mortgagee a security interest in the UCC Collateral and agrees that this Mortgage is a "**Security Agreement**" as defined in the UCC (as now in effect or as may be revised or amended from time to time). Notwithstanding the filing of a financing statement covering any of the Mortgaged Property in the records normally pertaining to personal property, at Mortgagee's option, all of the Mortgaged Property, for all purposes and in all proceedings, legal, or equitable, shall be regarded (to the extent permitted by law) as part of the Land and Improvements, whether or not any such item is physically attached to the Land or Improvements and Mortgagee agrees, to the extent permitted by law, that this Mortgage upon recording or registration in the real estate records of proper office shall constitute a financing statement filed as a "fixture Filing" with the meaning of Article 9 of the UCC (as now in effect or as may be revised or amended from time to time).

(b) Any UCC Collateral that is installed in or used in the Mortgaged Property, or is to be used by Mortgagor solely for Mortgagor's business purposes or as the equipment and fixtures leased or furnished by Mortgagor, as landlord, to tenants of the Mortgaged Property, will be kept on the Land and Improvements and will not be removed therefrom (except for ordinary replacement of personal property) without the consent of Mortgagee, acting in Mortgagee's reasonable discretion, and may be affixed to the Improvements but will not be affixed to any other real estate. The remedies of Mortgagee hereunder are cumulative and separate, and the

exercise of any one or more of the remedies provided for herein or under the UCC shall not be construed as a waiver of any of the other rights of Mortgagee, including, without limitation, having any portion of the UCC Collateral deemed part of the realty upon any foreclosure thereof. If notice to any party of the intended disposition of the UCC Collateral is required by law in a particular instance, such notice shall be deemed commercially reasonable if given in writing at least ten (10) days prior to such intended disposition and may be given by advertisement in a newspaper accepted for legal publications either separately or as part of a notice given to foreclose the real property or may be given by private notice if such parties are known to Mortgagee. Neither the grant of a security interest pursuant to this Mortgage, nor the filing of a financing statement pursuant to the UCC, shall ever impair the stated intention of this Mortgage that to the extent permitted by Laws all the UCC Collateral at all times and for all purposes in all proceedings both legal and equitable shall be regarded as part of the Mortgaged Property, irrespective of whether such item is physically attached to the real property or any such items is referred to or reflected in a financing statement.

(c) Certain portions of the UCC Collateral are or will become "fixtures" (as that term is defined in the UCC) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Property that are or become fixtures.

(d) The real property to which the fixtures relate is described in Exhibit A. The record owner of the real property described in Exhibit A is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is in the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage.

(e) Mortgagor shall pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any other security instrument with respect to the Mortgaged Property and any instrument of further assurance and will pay all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connections with the execution and delivery of this Mortgage, the other Loan Documents, any security interest with respect to the Improvements or any instrument of further assurance.

14. Events of Default; Rights and Remedies of Mortgagee. Upon the occurrence and continuance of any event of default under this Mortgage beyond any and all applicable notice and cure periods provided herein and under the Loan Agreement, or any event designated as an "Event of Default" or "Termination Event" under the Loan Agreement, the Note or any other Loan Document (each, an "Event of Default"), Mortgagee may, in its sole discretion, do one or more of the following:

(a) declare all of the Obligations to be due and payable immediately; provided that any such declaration will not negate any automatic acceleration of the Obligations that may have occurred as a result of certain events which result in automatic acceleration upon their occurrence pursuant to the express terms of the Loan Documents;

(b) (i) institute and maintain an action of mortgage foreclosure against the Mortgaged Property and the interests of Mortgagor therein; (ii) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof; and (iii) take such other action at Law or in equity for the enforcement of any of the Loan Documents as the Law may allow, and in each such action Mortgagee is entitled to all costs of suit and attorney's fees;

(c) (i) enter upon and take possession of the Mortgaged Property or any portion thereof, with or without legal action; (ii) manage and operate the Mortgaged Property; (iii) collect any or all of the Rents, including any Rents past due and unpaid; (iv) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease; (v) enforce any obligation of any tenant of the Mortgaged Property; (vi) obtain and evict tenants; (vii) establish and change Rents and (viii) perform any acts and advance any sums which Mortgagee deems necessary or appropriate. Mortgagee may exercise any right under this subsection (c), whether or not Mortgagee has entered into possession of any of the Mortgaged Property, and nothing herein contained will be construed as constituting Mortgagee a "mortgagee in possession," unless Mortgagee has entered into and continues to be in actual possession of the Mortgaged Property. Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Mortgaged Property to pay all Rents directly to Mortgagee and to perform all other obligations of that tenant for the direct benefit of Mortgagee, as if Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by Mortgagee to make such payment or perform such obligations. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents to Mortgagee or performance of obligations to Mortgagee, and any such payment or performance to Mortgagee will discharge the obligations of the tenant to make such payment or performance to Mortgagor. Mortgagee may, in its sole discretion, determine the method by which, and extent to which, the Rents will be collected and obligations of tenants enforced; and Mortgagee may waive or fail to perform or enforce any provision of any Lease. Mortgagee will not be accountable for any Rents or other sums it does not actually receive except for the theft or loss of such Rents or other sums due to the gross negligence or willful misconduct of Mortgagee. Mortgagor hereby appoints Mortgagee as its attorney-in-fact, effective during the existence of an Event of Default, to perform all acts which Mortgagor is required or permitted to perform under any and all Leases. Mortgagor will indemnify Mortgagee and hold Mortgagee harmless from and against any and all claims, liability, damage, cost and expense (including attorneys' fees) which may be asserted against or incurred by Mortgagee by reason of any obligations of Mortgagor to perform any provision of any Lease, other than any losses resulting from the gross negligence or willful misconduct of the Mortgagee;

(d) request and have the right to the appointment of a receiver to take possession and control of the Mortgaged Property, including, without limitation, the Equipment, or collect the Rents, without notice and without regard to the adequacy of the Mortgaged Property to secure the Obligations. A receiver while in possession of the Mortgaged Property will have the right to make repairs and to make improvements necessary or advisable in its, his or her opinion to

preserve the Mortgaged Property, or to make and keep them rentable to the best advantage, and Mortgagee may advance moneys to a receiver for such purposes. The receiver will have all of the rights and powers permitted under the Laws of the state within which the Mortgaged Property is located. Any moneys so expended or advanced by Mortgagee or by a receiver will be added to and become a part of the Obligations secured by this Mortgage;

(e) use and deal with the Equipment to the same extent as Mortgagor is entitled to do so and may sell the same pursuant to Law and exercise such other rights and remedies with respect to the same as may be provided by Law, and file such continuation statements which it deems desirable;

(f) elect to sell the Mortgaged Property as one parcel or in such parcels as the Mortgagee may elect unless otherwise provided by Law;

(g) Mortgagee may exercise any or all of its rights and remedies under the Uniform Commercial Code Secured Transactions as adopted by the State of Florida as in effect from time to time (or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable law) or other applicable law as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Subject to the rights of tenants under their respective leases, Mortgagee is hereby authorized and empowered to enter the Mortgaged Property or other place where the personal property may be located without legal process, and to take possession of such property without notice or demand except as otherwise required herein or in the Loan Agreement, which hereby are waived to the maximum extent permitted by the laws of the State of Florida. Upon written demand by Mortgagee, Mortgagor shall make the personal property available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may sell at one or more public or private sales for such price as Mortgagee may deem commercially reasonable, any and all of such personal property secured by this Mortgage, and any other security or property held by Mortgagee and Mortgagee may be the purchaser of any or all such personal property;

(h) Mortgagee may institute and maintain any suits and/or proceedings as Mortgagee may deem advisable (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property, and (iii) to restrain the enforcement of or compliance with any governmental requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such governmental requirement might reasonably be expected to impair the security hereunder or be prejudicial to Mortgagee's interest; and/or

(i) Upon any sale or sales made under or by virtue of this Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Secured Obligations the net sale price after deducting therefrom the expenses of sale and the cost of the judicial proceeding, if any, and any other sums which Mortgagee is authorized to deduct under this Mortgage, and in such event this Mortgage, the Note and documents evidencing expenditures secured hereby shall be presented to the person

or persons conducting the sale in order that the amount so used or applied may be credited upon said indebtedness as having been paid.

15. Application of Proceeds. Mortgagee will apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Mortgaged Property in accordance with Section 10.2(b) of the Loan Agreement or as otherwise required by Law.

16. Mortgagee's Right to Protect Security. Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or Mortgagee's rights or powers hereunder; (b) purchase such insurance policies covering the Mortgaged Property as it may elect if Mortgagor fails to maintain the insurance coverage required under the Loan Documents; and (c) take such action as Mortgagee may determine to pay, perform or comply with any Impositions or Law, to cure any Events of Default and to protect Mortgagee's security in the Mortgaged Property.

17. Further Assurances. Mortgagor covenants and agrees to execute and deliver to Mortgagee, on demand, such additional assignments, agreements and instruments as Mortgagee may reasonably require to create, perfect, implement, confirm, maintain or continue the grant and assignment of the liens and security interests created in favor of the Mortgagee under this Mortgage and the rights and remedies of the Mortgagee under this Mortgage or the other Loan Documents. Mortgagor will execute (if required by Law) and deliver to Mortgagee on demand such financing statements and other instruments as Mortgagee may require in order to perfect, protect and maintain its security interest in the UCC Collateral. For any financing statements or other instruments that the Law does not require Mortgagor's signature, Mortgagor irrevocably authorizes the Mortgagee to file against Mortgagor and/or the Mortgaged Property one or more financing, continuation or amendment statements pursuant to the UCC, in form satisfactory to Mortgagee, and at Mortgagor's cost and expense, as Mortgagee may require in order to perfect, protect and maintain its security interest in any of the Mortgaged Property under the UCC.

18. Appointment of Mortgagee as Attorney-in-Fact. Mortgagee, or any of its officers, is hereby irrevocably appointed attorney-in-fact for Mortgagor (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect Rents and exercise each other right and remedy set forth in this Mortgage or the other Loan Documents; and (b) settle for, collect and receive any awards payable under Section 8 from the authorities making the same.

19. Certain Waivers. Mortgagor hereby waives and releases all benefit that might accrue to Mortgagor by virtue of any present or future Law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment or any rights of marshaling in the event of any sale hereunder of the Mortgaged Property, and, unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under this Mortgage or any other Loan Document.

20. Notices. Except as required pursuant to Section 29 of this Mortgage or as otherwise required by Law, all notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be given in accordance with Section 11.5 of the Loan Agreement.

21. Documentary Stamps. If at any time the United States of America, any State thereof or any subdivision of any such State requires revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax, penalty, interest or other charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

22. Preservation of Rights. No course of dealing and no delay or failure of Mortgagee in exercising any right, power, remedy or privilege under this Mortgage or any other Loan Document will affect any other or future exercise thereof or operate as a waiver thereof, nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of Mortgagee under this Mortgage and any other Loan Document are cumulative and not exclusive of any rights or remedies which they would otherwise have.

23. Severability. The provisions of this Mortgage are intended to be severable. If any provision of this Mortgage is held invalid or unenforceable in whole or in part in any jurisdiction such provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

24. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by Mortgagor from, any provision of this Mortgage will be effective unless made pursuant to Section 11.2 of the Loan Agreement. No notice to or demand on Mortgagor will entitle Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

25. Entire Agreement. This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Mortgagor and Mortgagee with respect to the subject matter hereof.

26. Successors and Assigns; Survival. This Mortgage will be binding upon and inure to the benefit of Mortgagor, Mortgagee, and their respective heirs, executors, administrators, personal representatives, successors and assigns; provided, however, that Mortgagor may not assign this Mortgage in whole or in part without Mortgagee's prior written consent. Mortgagee may not assign or otherwise transfer any of its rights or obligations hereunder except pursuant to the terms of the Loan Agreement.

27. Interpretation. In this Mortgage, unless Mortgagor and Mortgagee otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or"

will be deemed to include "and/or"; the words "including", "includes" and "include" will be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Mortgage; and references to agreements and other contractual instruments will be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage or the other Loan Documents. Section headings in this Mortgage are included for convenience of reference only and will not constitute a part of this Mortgage for any other purpose. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several.

28. Indemnity. Mortgagor agrees to indemnify Mortgagee, each legal entity, if any, who controls, is controlled by or is under common control with Mortgagee and each of their respective directors, officers, employees and agents (collectively, the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all reasonable third party fees and charges of counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party actually incurs, in connection with or arising out of the matters referred to in this Mortgage or in the other Loan Documents; provided, however, that the foregoing indemnity will not apply to any claims , damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. Mortgagee may participate in the defense of any such action or claim.

29. GOVERNING LAW; JURISDICTION; ETC.

(a) GOVERNING LAW. THIS MORTGAGE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS MORTGAGE AND THE TRANSACTIONS CONTEMPLATED HEREBY ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(b) JURISDICTION. EACH OF MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, CONTRACT, TORT OR OTHERWISE, AGAINST THE OTHER PARTY OR ANY RELATED PARTY OF THE FOREGOING, IN ANY WAY RELATING TO ANY LOAN DOCUMENT OR TRANSACTIONS RELATED TO ANY LOAN DOCUMENT, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF FLORIDA SITTING IN MIAMI-DADE COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF FLORIDA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH FLORIDA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE

HEREOF) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING IS CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN ANY LOAN DOCUMENT AFFECTS ANY RIGHT THAT MORTGAGEE MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST MORTGAGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 29. EACH OF MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH OF MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 OF THE LOAN AGREEMENT. NOTHING IN THIS MORTGAGE WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

30. No Merger. If Mortgagee or any other person or entity owning or holding this Mortgage acquires or becomes vested with the fee title to the Mortgaged Property or any other estate or interest in the Mortgaged Property, such estates will not merge as a result of such acquisition and will remain separate and distinct from all other estates and interests in the Mortgaged Property for all purposes after such acquisition. The lien and security interest created hereby will not be destroyed or terminated by the application of the doctrine of merger. Upon the foreclosure of the lien created hereby on the Mortgaged Property, as herein provided, any Leases then existing will not be destroyed or terminated by application of the doctrine of merger or by operation of Law or as a result of such foreclosure unless Mortgagee or any purchaser at a foreclosure sale so elects by written notice to the lessee in question.

31. Counterparts. This Mortgage may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, will be an original, and all such counterparts will together constitute one and the same instrument.

32. WAIVER OF JURY TRIAL. MORTGAGOR, AND, BY ITS ACCEPTANCE HEREOF, MORTGAGEE, EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR THE

TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR, AND, BY ITS ACCEPTANCE HEREOF, MORTGAGEE EACH (A) CERTIFIES THAT NO REPRESENTATIVE, MORTGAGEE OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON COULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 32.

33. Future Advances. This Mortgage secures not only existing indebtedness but also future advances, whether obligatory or made at the option of Mortgagee, or otherwise. Advances may be made and indebtedness incurred from time to time hereafter, but each such advance or indebtedness made within twenty (20) years of the date hereof shall be secured hereby as if made on the date hereof. The total amount of indebtedness secured may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed ONE HUNDRED TWELVE MILLION DOLLARS ($112,000,000), which shall include the principal amount secured by the mortgage plus interest thereon and (i) all other sums secured by this Mortgage. In addition to and not in limitation of any other provision in this Mortgage, it is understood and agreed that this Mortgage shall constitute security for the unpaid balance of advances made, with respect to the Mortgaged Property for the payment of real estate taxes, water and sewer rent, assessments, maintenance charges, insurance premiums or costs incurred for the protection of any of the Mortgaged Property or the lien of this Mortgage, (ii) all expenses incurred by Mortgagee by reason of an Event of Default hereunder, and (iii) all advances made by Mortgagee relating to the use and operation of the Improvements. This Mortgage shall constitute a lien on the Mortgaged Property from the time this Mortgage is left of record for, among other things, all such advances and expenses, plus interest thereon, regardless of the time when such advances are made or such expenses are incurred. Mortgagee is not obligated to make any future advances and expenses incurred by Mortgagee by reason of default under this Mortgage.

34. Attorney Supervision. Mortgagor hereby acknowledges that this Mortgage and the certain Assignment of Leases and Rents given by Mortgagor for the benefit of Mortgagee, dated of even date herewith, were reviewed under the supervision of an attorney licensed in the State of Florida.

35. Obligations Survive Judgment. The Obligations of the Mortgagor and the rights and remedies of the Mortgagee hereunder, and under the Loan Agreement and other Loan Documents shall continue after and survive the entry of judgment for foreclosure of this Mortgage or judgment on the Notes; it being the intention of the parties hereto that such rights, remedies and obligations, including but not limited to the obligations of Mortgagor to perform the covenants contained in this Mortgage (including the Mortgagor's covenants in Section 12 and Section 28 of this Mortgage) and to reimburse Mortgagee for any payments made or costs or expenses incurred by Mortgagee pursuant to Section 12 and Section 28 of this Mortgage, together with interest at the Default Rate shall not merge into or be extinguished by any such judgment but shall continue until all Obligations have been paid in full.

[SIGNATURE PAGE 1 OF 2 – AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING]

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ATTEST/WITNESS:

Print Name: ELAYNE ESLOMAN

Print Name: Oralia Maldonado

MORTGAGOR:

396 ALHAMBRA, LLC, a Florida limited liability company

By:

Name: Jose Antonio Perez Helguera

Title: Authorized Person

ACKNOWLEDGEMENT

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

On this, the 13 day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared **JOSE ANTONIO PEREZ HELGUERA**, who acknowledged himself to be the Authorized Person on behalf of **396 ALHAMBRA, LLC**, a Florida limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

AUGUST 7, 2022

[SIGNATURE PAGE 2 OF 2 – AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING]

MORTGAGEE:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Jeremy Anderson, Senior Vice President

_____
Print Name: MARIA Auger

_____
Print Name: Velvet Hosein

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4 day of December, 2019, by **JEREMY ANDERSON**, as Senior Vice President of **PNC BANK, NATIONAL ASSOCIATION**, who is personally known to me or who has produced a driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:
September 24, 2021

VELVET HOSEIN
MY COMMISSION # GG109513
EXPIRES September 24, 2021

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of MIAMI-DADE, State of Florida, and described as follows:

Parcel I:

Lots 25 through 38, inclusive, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:

Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

CFN: 20240743244 BOOK 34429 PAGE 2693
DATE:09/30/2024 03:56:47 PM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This Instrument Was Prepared By,
Record and Return To:

Riemer & Braunstein, LLP
333 SE 2nd Avenue, Suite 2000
Miami, FL 33131
Attention: Steven M. Klein, Esq.

SECOND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (ACQUISITIONS MORTGAGE)

BY AND BETWEEN

AGAVE ACQUISITIONS, LLC, a Florida limited liability company, as mortgagor ("**Mortgagor**"),

To

CITIBANK, N.A., a national banking association, as mortgagee ("**Mortgagee**")

Property: 2601 South Bayshore Drive, Miami, Florida 33133 Units 100, 245, 400, 410, 420, 430, 500, 510, 520, 530, 1100, 1140, 1150, 1160, 2000, 2010, 2020, 2030, PH-IIA, PH-IIB, PH-IIC AND PH-IID

RECORDER'S NOTE: THIS AMENDMENT AMENDS THAT CERTAIN AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT BETWEEN AGAVE ACQUISITIONS, LLC, A FLORIDA LIMITED LIAIBLITY COMPANY AND CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, DATED AS OF MARCH 9, 2020, AND RECORDED ON MARCH 16, 2020 IN OFFICIAL RECORDS BOOK 31852, PAGE 1908 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (THE "ORIGINAL ACQUISITIONS MORTGAGE"), AS PREVIOUSLY AMENDED BY THAT CERTAIN MORTGAGE AND OTHER LOAN DOCUMENTS MODIFICATION AND SPREADER AGREEMENT DATED SEPTEMBER 24, 2021, AND RECORDED ON OCTOBER 5, 2021 IN OFFICIAL RECORDS BOOK 32774, PAGE 4182 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (THE "FIRST AMENDMENT TO ACQUISITIONS MORTGAGE" TOGETHER WITH THE ORIGINAL ACQUISITIONS MORTGAGE, THE "EXISTING ACQUISITIONS MORTGAGE"). THE EXISTING

ACQUISITIONS MORTGAGE IS ADDITIONAL COLLATERAL FOR THE OBLIGATIONS SECURED BY (I) THAT CERTAIN THIRD AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ENTERED BY AGAVE BAYSHORE DRIVE, LLC, A DELAWARE LIMITED LIABIILTY COMPANY (F/K/A KRA TOWER (DELAWARE), LLC, A DELAWARE LIMITED LIABILITY COMPANY) ("BORROWER"), DATED MARCH 9, 2020 AND RECORDED ON MARCH 16, 2020 IN BOOK 31852, PAGE 1797 IN MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS ("ORIGINAL BORROWER MORTGAGE A"), AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO THIRD AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH "AMENDED BORROWER MORTGAGE A" TOGETHER WITH ORIGINAL BORROWER MORTGAGE A, "BORROWER MORTGAGE A") AND (II) THAT CERTAIN AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT DATED AS OF MARCH 9, 2020, AND RECORDED ON MARCH 16, 2020, IN OFFICIAL RECORDS BOOK 31852, PAGE 1851 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA "ORIGINAL BORROWER MORTGAGE B"), AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH ("AMENDED BORROWER MORTGAGE B" TOGETHER WITH ORIGINAL BORROWER MORTGAGE B, "BORROWER MORTGAGE B"). BORROWER MORTGAGE A AND BORROWER MORTGAGE B ARE COLLECTIVELY REFERRED TO AS "BORROWER'S MORTGAGES." ALL REQUIRED DOCUMENTARY STAMP TAXES ON THE BORROWER'S MORTGAGES AND THE ORIGINAL ACQUISITIONS MORTGAGE WERE PAID UPON RECORDING OF ORIGINAL BORROWER MORTGAGE A, AND ALL REQUIRED DOCUMENTARY STAMP TAXES REQUIRED TO PAID IN CONNECTION WITH THE FUTURE ADVANCE DESCRIBED IN THIS AMENDMENT SHALL BE PAID UPON RECORDING OF AMENDED BORROWER MORTGAGE A.

MORTGAGOR IS NOT AN OBLIGOR ON THE INDEBTEDNESS SECURED BY THE BORROWER'S MORTGAGES (THE "LOAN"). MORTGAGOR IS SOLELY A GUARANTOR OF THE LOAN. NON-RECURRING INTANGIBLE TAXES ARE NOT PAYABLE UPON THE RECORDING OF THIS AMENDMENT BECAUSE IT SECURES CERTAIN CONTINGENT OBLIGATIONS UNDER A GUARANTY GIVEN BY MORTGAGOR FOR THE BENEFIT OF MORTGAGEE.

SECOND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT
(Acquisitions Mortgage)

This **SECOND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT** (this "**Amendment**") dated as of September 24, 2024, by and between **AGAVE ACQUISITIONS, LLC**, a Florida limited liability company, whose address is c/o Agave Holdings, LLC, 2811 Ponce de Leon Blvd., Suite 310, Coral Gables, Florida 33134 ("**Mortgagor**"), in favor of **CITIBANK, N.A.**, a national banking association, having a place of business at 153 East 53rd Street, New York, New York 10022 as mortgagee (together with its successors or assigns, "**Mortgagee**" or "**Lender**"). *Capitalized terms used in this Amendment which are not otherwise specifically defined herein have the same meanings herein as in the Loan Agreement (as defined below).*

BACKGROUND

WHEREAS, AGAVE BAYSHORE DRIVE, LLC, a Delaware limited liability company f/k/a KRA TOWER (DELAWARE), LLC, a Delaware limited liability company ("**Borrower**") and Lender have entered that certain loan arrangement (the "**Existing Loan Arrangement**") as of March 9, 2020 pursuant to which the Lender has made a secured loan to Borrower in the principal amount up to Thirty Six Million Five Hundred Thousand and 00/100 Dollars ($36,500,000.00) (the "**Existing Loan**"), evidenced by, among other documents, instruments, and agreements, a certain Amended and Restated Credit Agreement dated as of March 9, 2020, as amended by that certain First Amendment to Amended and Restated Credit Agreement and Amendment to Other Loan Documents dated as of September 24, 2021, and as further amended by that certain Second Amendment to Amended and Restated Credit Agreement and Amendment to Other Loan Documents dated as of June 1, 2023 (as amended, restated, modified, supplemented from time to time prior to the date hereof, collectively, "**Existing Loan Agreement**") and a certain Third Amended and Restated Promissory Note dated as of March 9, 2020 in the original principal amount of Thirty Six Million Five Hundred Thousand and 00/100 Dollars made payable by Borrower to the order of the Lender (the "**Existing Bayshore Note**");

WHEREAS, the obligations of the Borrower under the Existing Loan Arrangement, including, without limitation, those obligations of the Borrower under the Existing Loan Agreement and the Existing Bayshore Note, are secured by amongst other documents, a certain Amended and Restated Mortgage, Assignment of Rents and Leases and Security Agreement dated March 9, 2020 granted by Mortgagor in favor of Mortgagee and recorded in the Official Records of Miami-Dade County on March 16, 2020 in Official Records Book 31852, Page 1908 in the Public Records of Miami-Dade County, Florida (the "**Original Acquisitions Mortgage**") as amended by that certain Mortgage and Other Loan Documents Modification and Spreader Agreement dated September 24, 2021, and recorded on October 5, 2021 in Official Records Book 32774, Page 4182 of the Public Records of Miami-Dade County, Florida (the "**First Amendment to Acquisitions Mortgage**," together with the Original Acquisitions Mortgage, the "**Existing Acquisitions Mortgage**"; and the Existing Acquisitions Mortgage together with the Existing Loan Agreement, the Existing Bayshore Note, and such other documents and

instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "**Existing Loan Documents**");

WHEREAS, Borrower has requested that Lender increase the maximum principal amount of the loan by $26,579,671.00 (the "**New Indebtedness**") which Lender is willing to do. In connection with the such loan increase, Borrower has requested, and Lender has agreed, to amend certain provisions of the Existing Loan Documents as expressly set forth in (i) this Amendment, which amends, modifies and supplements the Existing Acquisitions Mortgage and is intended to be recorded in the Public Records of Miami-Dade County, Florida, (ii) that certain unrecorded Third Amendment to Amended and Restated Credit Agreement and Omnibus Amendment to Other Loan Documents dated as of even date herewith, between Borrower and Lender, and acknowledged and agreed to by Mortgagor and the other Guarantors (the "**Omnibus Amendment**"), which Omnibus Amendment amends, modifies and supplements the Existing Loan Agreement and the other Existing Loan Documents (the Existing Loan Agreement, as modified by the Omnibus Amendment, and as the same may be further amended or modified from time to time, is hereinafter referred to as the "**Loan Agreement**") and (iii) that certain Fourth Amended Restated Renewal Promissory Note dated as of event date herewith, in the principal amount of $63,079,671.00, payable by Borrower to Lender, which amends, restates and renews the Existing Note (the "**Note**");

WHEREAS, Loan Agreement, the Note and the other Existing Loan Documents, each as modified by the Omnibus Amendment (as applicable), together with the Existing Acquisitions Mortgage as modified by this Amendment and certain other mortgages made by Borrower in favor of Lender executed in connection with the Loan as modified simultaneously hereto are hereinafter collectively referred to as the "Loan Documents"; and the Existing Loan Arrangement, as modified by the Omnibus Amendment and this Amendment, the "**Loan Arrangement**");

WHEREAS, to induce the Mortgagee to make the Loan and advance the New Indebtedness to Borrower, the Mortgagor has agreed to guarantee the Loan pursuant to that certain Amended and Restated Guarantee Agreement dated as of March 9, 2020 (the "**Guarantee**"), and Mortgagor does hereby desire to secure the "**Guaranteed Obligations**" as such term is defined in the Guarantee, as modified by the Omnibus Amendment (collectively the "**Secured Obligations**"). Capitalized terms used but not otherwise defined in this Amendment shall have the meaning given to such terms in the Loan Agreement; and

WHEREAS, Mortgagor shall receive material benefits and consideration as a result of Mortgagee's extension of credit to Borrower; and

WHEREAS, Mortgagor hereby confirms that the Existing Acquisitions Mortgage, as modified hereby, shall continue to secure the Obligations evidenced by the Note, together with interest thereon.

WHEREAS, Mortgagor and Lender now wish to amend, modify and supplement the Existing Acquisitions Mortgage all as more particularly hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Lender hereby covenant and agree as follows:

1. Loan. The Loan guaranteed by the Mortgagor pursuant to the Guarantee is hereby increased to **SIXTY THREE MILLION SEVENTY NINE THOUSAND SIX HUNDRED SEVENTY ONE AND 00/100 DOLLARS ($63,079,671.00)**.

2. The New Indebtedness evidenced by the Note constitutes a future advance under the Section 13.25 of the Borrower's Mortgages.

3. Note. The definition of "Note" in the Existing Acquisitions Mortgage is hereby deleted in its entirety and replaced with reference to the Fourth Amended and Restated Promissory Note of even date herewith evidencing the Loan in such principal amount.

4. Certain References.

(a) All references in the Existing Acquisitions Mortgage to the "Loan" shall be deemed to refer to the Loan Arrangement, as defined above, and it may be from time to time further amended, restated, modified, extended or supplemented.

(b) All references in the Existing Acquisitions Mortgage to the "Loan Agreement" shall be deemed to refer to the "Loan Agreement" as defined above, as it may be from time to time further amended, restated, modified, extended or supplemented.

(c) All references in the Existing Acquisitions Mortgage to the "Loan Documents" shall be deemed to refer to the "Loan Documents" as defined above, each as may be from time to time further amended, restated, modified, extended or supplemented.

5. Mortgagor and Mortgagee acknowledge and agree that Units 601 and 605 of KRA Tower Office Condominium, a condominium, according to the Declaration of Condominium thereof, together with an undivided interest in the common elements, as recorded in Official Records book 24557, at page 1364, as affected by Assignment of Declarant's and Developer's rights recorded in Official Records Book 25580, Page 2375, as affected by Amendment to the Declaration of Condominium, filed May 1, 2008, in Official Records Book 26356, at Page 4025, as affected by Amendment to Declaration of KRA Tower Office Condominium, filed March 24, 2009, in Official Records book 26799, at Page 1254, as affected by Amended and Restated Declaration of KRA Tower Office Condominium, filed July 23, 2010, in Official Records Book 27363, at Page 1699, all of the public records of Miami-Dade County, Florida, were included in error in the legal description described in Exhibit A of the Original Acquisitions Mortgage and are hereby deleted from Exhibit A to the Original Acquisitions Mortgage.

6. Except as specifically amended hereby, the Existing Acquisitions Mortgage shall remain in full force and effect. Mortgagor hereby ratifies, confirms and reaffirms the terms, conditions and provisions set forth in the Existing Acquisitions Mortgage, as amended hereby, and hereby represents and warrants that, after giving effect to this, except as disclosed to Lender in writing, the representations and warranties contained in the Existing Acquisitions Mortgage are true, correct and complete in all material respects on and as of the date hereof and with the

same effect as if made on and as of the date hereof, except to the extent such representation and warranty is made as of a specified date, in which case such representation and warranty shall have been true and correct in all material respects as of such specified date.

7. Mortgagor represents and warrants to Lender that Mortgagor has not as of the date hereof filed for record (pursuant to Florida Statutes 697.04(1)(b)) a notice limiting the maximum amount which may be secured by the Existing Acquisitions Mortgage.

8. Miscellaneous.

(a) Section 13.9 (*Governing Law*) of the Existing Acquisitions Mortgage is hereby incorporated herein by this reference as if set forth in full herein.

(b) This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

(c) This Amendment expresses the entire understanding of the parties with respect to the matters contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(d) Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

(e) Mortgagor warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or counsel to Lender in entering into this Amendment.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Amendment has been executed as of the date first set forth above.

MORTGAGOR:

AGAVE ACQUISITIONS, LLC, a Florida limited liability company

By: _____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, by Jose Antonio Perez Helguera, as Manager of **AGAVE ACQUISITIONS, LLC,** a Florida limited liability company, on behalf of the company. He is ☑ personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of September, 2024.

_____
Notary Public, State of Florida at Large
ELAYNE ESCOBAR.
Typed, printed or stamped name of Notary Public

My Commission Expires:

ELAYNE ESCOBAR
MY COMMISSION EXPIRES: AUG 07, 2026
#HH260244
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

MORTGAGEE:

CITIBANK, N.A., a
national banking association

By: _____
Name: Maria x Serrano
Title: Vice President

STATE OF FL)
) SS:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of SEPT, 2024 by M. X. SERRANO, as the VP of CITIBANK, N.A., a national banking association, on behalf of the association, who is ☒ personally known to me or ☐ who produced _____ as identification.

Lisa Anne Katz
Notary Public
State of Florida
Comm# HH126867
Expires 5/5/2025

_____
Signature of Notary Public, State of FL
Print Name: LISA KATZ
My Commission Expires: 5/5/25

(Notary Seal)

EXHIBIT A

Legal Description

PARCEL 5

UNIT NUMBERS 100, 245, 400, 410, 420, 430, 500, 510, 520, 530, 2000, 2010, 2020, 2030, PH-IIA, PH-IIB, PH-IIC AND PH-IID, OF KRA TOWER OFFICE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS RECORDED IN OFFICIAL RECORDS BOOK 24557, AT PAGE 1364, AS AFFECTED BY ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375, AS AFFECTED BY AMENDMENT TO THE DECLARATION OF CONDOMINIUM, FILED MAY 1, 2008, IN OFFICIAL RECORDS BOOK 26356, AT PAGE 4025, AS AFFECTED BY AMENDMENT TO DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED MARCH 24, 2009, IN OFFICIAL RECORDS BOOK 26799, AT PAGE 1254, AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED JULY 23, 2010, IN OFFICIAL RECORDS BOOK 27363, AT PAGE 1699, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 6

NON-EXCLUSIVE EASEMENT RIGHTS FOR THE PURPOSES IDENTIFIED IN THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KRA TOWER AND RESIDENCES, RECORDED MAY 23, 2006, IN OFFICIAL RECORDS BOOK 24557, PAGE 1299; AS AFFECTED BY ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375; AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KRA TOWER AND RESIDENCES RECORDED IN OFFICIAL RECORDS BOOK 27363, PAGE 1548 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 8

UNIT NUMBERS 1100 AND 1140, AND UNIT NUMBERS 1150, AND 1160 OF KRA TOWER OFFICE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS RECORDED IN OFFICIAL RECORDS BOOK 24557, AT PAGE 1364, AS AFFECTED BY ASSIGNMENT OF DECLARANTS AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375, AS AFFECTED BY AMENDMENT TO THE DECLARATION OF CONDOMINIUM, FILED MAY 1, 2008, IN OFFICIAL RECORDS BOOK 26356, AT PAGE 4025, AS AFFECTED BY AMENDMENT TO DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED MARCH 24, 2009, IN OFFICIAL RECORDS BOOK 26799, AT PAGE 1254, AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF KRA TOWER OFFICE

CONDOMINIUM, FILED JULY 23, 2010, IN OFFICIAL RECORDS BOOK 27363, AT PAGE 1699, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUN1Y, FLORIDA.

CFN: 20240963477 BOOK 34550 PAGE 1692
DATE:12/26/2024 09:13:19 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument prepared by and when recorded, return to:

Jeffrey Fried, Esq.
Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154

ASSIGNMENT OF NOTE AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT: PNC BANK, NATIONAL ASSOCIATION, a national banking association, with an address at 2255 Glades Road, Suite 140W, Boca Raton, Florida 33431, ("**Assignor**"), in consideration of the sum of Ten Dollars ($10.00) and the unpaid balance of [$56,131,666.45], the receipt of which is hereby acknowledged, paid to Assignor by **MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION**, a national banking association, with an address at c/o Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Floor 2NE, Purchase, New York 10577, Attention: Tailored Lending (hereinafter called "**Assignee**"), hereby sells, grants, bargains, assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in that certain (collectively, the "**Assigned Security Documents**"):

(i) Mortgage, Assignment of Leases and Rents and Security Agreement, executed as of September 15, 2005 by 396 ALHAMBRA, LLC, a Florida limited liability company ("**Borrower**"), in favor of **HSBC REALTY CREDIT CORPORATION (USA)**, as agent ("**HSBC**") and recorded September 21, 2005 in Official Records Book 23794, at Page 1364, of the Public Records of Miami-Dade County, Florida, as modified by that certain First Modification of Mortgage, Assignment of Leases and Rents, and Security Agreement, and Notice of Future Advance executed as of March 14, 2009 by Borrower and HSBC and recorded on July 30, 2009 in Official Records Book 26960, at Page 3743, of the Public Records of Miami-Dade County, Florida, as further modified by that certain Second Modification of Mortgage, Assignment of Leases and Rents, and Security Agreement, and Notice of Future Advance executed as of June 15, 2012 by Borrower and HSBC and recorded July 5, 2012 in Official Records Book 28175, at Page 223, of the Public Records of Miami-Dade County, Florida, as assigned to **CITIBANK, N.A.**, a national banking association ("**Citibank**") by HSBC pursuant to that certain Assignment of Note, Mortgage and Other Collateral Documents dated as of January 2, 2015 and recorded January 5, 2015 in Official Records Book 29452, at Page 2377, of the Public Records of Miami-Dade County, Florida, (the "**HSBC Assignment**") as further modified by that certain Mortgage Modification and Future Advance Agreement executed as of January 2, 2015 by Borrower and Citibank and recorded January 5, 2015 in Official Records Book 29452, at Page 2387, of the Public Records of Miami-Dade County, Florida, as assigned to Assignor by Citibank pursuant to that certain Assignment of Note and Mortgage, dated as of December 18, 2019 and recorded December 20, 2019 in Official Records Book 31736, at Page 934, of the Public Records of Miami-Dade County, Florida (the "**Citibank Assignment**"), and as further modified by that certain Amended and Restated Mortgage, Security Agreement and Fixture Filing [Term Loan], dated as of December 18, 2019, made by Borrower in favor of Assignor and recorded December 20, 2019 in Official Records Book 31736, at Page 941, of the Public Records of Miami-Dade County, Florida (collectively, the "**Mortgage**"), and

(ii) Amended and Restated Renewal Promissory Note dated June 15, 2012 made by Borrower in favor of HSBC, as assigned to Citibank by HSBC pursuant to the HSBC Assignment and further evidenced by that certain Allonge to Promissory Note entered by HSBC in favor of Citibank dated December, 2014, as amended and restated by that certain Second Amended and Restated Renewal Promissory Note dated January 5, 2015 in the principal amount of $50,000,000.00 by Borrower in favor of Citibank, as assigned to Assignor pursuant to the Citibank Assignment, and further evidenced by that certain Allonge to Promissory Note entered by Citibank in favor of Assignor dated December 18, 2019, as amended and restated by that certain Amended and Restated Promissory Note dated December 18, 2019 in the principal amount of $56,000,000.00 made by Borrower in favor of Assignor (collectively, the "**Note**").

Assignor represents and warrants that (a) Assignor has not sold, transferred, assigned, conveyed, pledged, hypothecated, or endorsed any right, title or interest in the Mortgage or Note other than the assignment of the Mortgage and Note by Assignor to Assignee pursuant to this Assignment and that certain Allonge to Amended and Restated Promissory Note dated as of even date herewith, (b) Assignor has the requisite power and authorization to sell and assign the Mortgage and the Note, and (c) there is now due and owing upon the Note the principal sum of $56,000,000.00.

The assignment of the Assigned Security Documents herein is made without recourse on an "AS IS", "WHERE IS" basis, with all faults, except as expressly set forth herein. **ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE ASSIGNED SECURITY DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREINABOVE.**

This Assignment of Note and Mortgage shall inure to the benefit of the successors and assigns of the Assignor and the Assignee, and shall be binding upon the successors and assigns of the Assignor and the Assignee. This Assignment may be executed in one or more counterparts. All such counterparts, taken together, shall constitute a single agreement. This Assignment shall not be effective until this Assignment of Note and Mortgage (or a counterpart hereof) shall have been executed by each of the Assignor, the Assignee and the Borrower.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signature of any party to any counterpart shall be deemed to be a signature to an may be appended to any other counterpart.

[SIGNATURE PAGE 1 OF 2 – ASSIGNMENT OF NOTE AND MORTGAGE]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the 17th day of December, 2024.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: M. Virginia Masek
Title: Vice President

STATE OF Florida)
) ss:
COUNTY OF Palm Beach)

On this, the 13th day of December, 2024, before me, a Notary Public, the undersigned officer, personally appeared M. Virginia Masek, who acknowledged ~~himself~~ MG to be the Vice President of **PNC BANK, NATIONAL ASSOCIATION.**, a national banking association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: August 25, 2028

MELISSA BELGARA
Notary Public - State of Florida
Commission # HH 586319
My Comm. Expires Aug 25, 2028
Bonded through National Notary Assn.

Morgan Stanley Private Bank, National Association

Download Results

Data as of 07/25/2025

Institution Details

FDIC Insured
Since 08/12/1996

FDIC Cert #
34221

Established
08/12/1996

Bank Charter Class
National Banks, member of the Federal Reserve Systems (FRS)

Primary Federal Regulator
Comptroller of the Currency

Secondary Federal Regulator
CFPB

Corporate Headquarters
2000 Westchester Ave
Purchase, NY 10577

Primary Website
www.etrade.com

Locations
1 domestic location: 1 state and 0 territories.
0 in foreign locations.

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
Questions about Bank Information

Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
FDIC Unique Number (UNINUM)	56980
FRB ID (RSS-ID)	2489805
FRB ID for Bank Holding Company (RSSDHCR)	2162966

OCC Charter Number (CHARTER)	24981
Docket Number (DOCKET)	13521

CFN: 20240963480 BOOK 34550 PAGE 1700
DATE:12/26/2024 09:13:19 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

PREPARED BY AND UPON RECORDATION RETURN TO:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Jeffrey S. Fried, Esq.

---

396 ALHAMBRA, LLC
as Mortgagor

to

MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION,
as Mortgagee

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

Dated:	As of December 17, 2024
Location:	396 Alhambra Circle
City:	Coral Gables
County:	Miami-Dade

NOTICE TO RECORDER: This Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (this "Instrument") amends and restates that certain Amended and Restated Mortgage, Security Agreement and Fixture Filing dated December 18, 2019, executed by 396 Alhambra, LLC, a Florida limited liability company ("Mortgagor"), as mortgagor, to PNC Bank, National Association ("Assignor"), as mortgagee, and recorded on December 20, 2019 in Official Records of Miami-Dade County, Florida as Book 31736, Page 941 (the "Original Mortgage"), which Original Mortgage was assigned to Lender (as defined herein) pursuant to an Assignment of Note and Mortgage of even date herewith, executed by Assignor in favor of the Lender, and recorded prior to or contemporaneously with the recording of this mortgage. This Instrument shall not act as a novation of the Original Mortgage. Applicable documentary stamp tax and intangible tax were previously paid on and affixed to the Original Mortgage.

The outstanding principal balance of the existing indebtedness secured by the Original Mortgage is $56,000,000.00 (the "Existing Indebtedness"), and this Instrument:: (i) evidences the amendment and restatement of the Original Mortgage; and (ii) secures the Note in the aggregate principal amount of $56,000,000.00, which Note evidences the Existing Indebtedness without increase thereto. Accordingly, Florida documentary stamp tax and nonrecurring intangible tax are not due in connection with this Instrument.

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (as amended, restated, supplemented or modified from time to time, this "Mortgage"), dated as of December 17, 2024, is given by **396 ALHAMBRA, LLC**, a Florida limited liability company ("Mortgagor"), whose address is c/o Agave Holdings, LLC, 2811 Ponce de Leon Blvd, Suite 310, Coral Gables, FL 33134, in favor of **MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender"), whose address is c/o Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Floor 2NE, Purchase, New York 10577.

RECITALS:

A. PNC Bank, National Association ("Original Lender"), is the holder of the Original Mortgage and the Original Note, which evidences the Existing Indebtedness.

B. Of even date herewith, Original Lender executed in favor of Lender an Allonge to the Original Note, and Original Lender executed in favor of Lender an Assignment of Mortgage assigning to Lender the Original Mortgage.

C. This Mortgage is given to secure a term loan from Lender in the maximum principal amount of FIFTY SIX MILLION AND 00/100 DOLLARS ($56,000,000.00) (the "Loan"), as governed by that certain Term Loan Agreement, dated as of the date hereof, between Mortgagor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Agreement"), and evidenced by that certain Term Loan Promissory Note in the principal amount of FIFTY SIX MILLION AND 00/100 DOLLARS ($56,000,000.00) (the "Note"), which Note consolidates, amends, restates and extends the Existing Indebtedness. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

D. This Mortgage is given pursuant to the Agreement, and the payment, fulfillment, and performance by Mortgagor of their obligations thereunder and under the other Loan Documents (as hereinafter defined) are secured hereby, and each and every term and provision of the Agreement and the Note.

E. Mortgagor and Lender desire hereby to amend the Original Mortgage to secure the payment of the Indebtedness and the performance of the Obligations (hereinafter defined), and to consolidate and restate the Original Mortgage as hereinafter set forth.

F. Mortgagor and Lender intend these Recitals to be a material part of this Mortgage

Mortgagor and Lender intend these Recitals to be a material part of this Mortgage.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Mortgage, Mortgagor and Lender hereby agree as follows:

I. The foregoing recitals are true and correct and constitute a material part of this Mortgage.

II. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Original Mortgage.

III. The Original Mortgage is hereby amended, restated and consolidated in their entirety to read as follows:

To secure the full and timely payment of the Indebtedness with interest and other amounts as provided in the Note and all renewals, extensions amendments and/or restatements thereof representing Indebtedness owed by Mortgagor to Lender, and the full and timely payment and performance and discharge of all other Indebtedness and all other present and future obligations, of Mortgagor to Lender (collectively, the "Obligations), including, without limitation, those arising under the Agreement (as hereafter defined), Mortgagor MORTGAGES, ASSIGNS, GRANTS, BARGAINS, SELLS, CONVEYS AND PLEDGES to Lender and its successors and assigns forever the Mortgagor's right, title and interest in the Mortgaged Premises (as hereinafter defined), with power of sale (to the extent permitted by applicable law) and right of entry and possession, to the extent permitted by law, WITH MORTGAGE COVENANTS, to have and to hold the Mortgaged Premises to Lender, its successors and assigns forever, and Mortgagor does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Premises to Lender, its successors and assigns forever against the claims and demands of all Persons, except for the liens permitted by Section 5.02 of the Agreement; provided, however, that this conveyance is made upon the express condition, that if the Mortgagor or its successors or assigns shall pay to the Lender or its successors or assigns the principal and interest of the Note and all other Indebtedness secured by this deed, at the time provided in said Note, or in this deed, and shall also pay all taxes and assessments of every kind levied or assessed upon or in respect of the Mortgaged Premises or upon the Note or other Indebtedness secured thereby, and fully perform the Obligations, then this deed, and also said Note, shall be absolutely void; otherwise the same shall remain in full force and effect; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then this Mortgage shall, at Mortgagor's request either deliver recordable evidence of termination reasonably acceptable to Lender and in a form that is customarily used in the State of Florida, or an assignment to another lender designated by Mortgagor at Mortgagor's request and expense, including the payment of any reasonable out-of-pocket attorneys' fees and disbursements in connection with such satisfaction or assignment. This Mortgage constitutes a mortgage and security agreement encumbering all of the Mortgaged Premises upon the terms and conditions set forth herein to secure the Debt, it being understood and agreed that all of the Mortgaged Premises secure the repayment of the entire Debt.

Any such future advances made by Lender to Mortgagor shall be added to and constitute a part of the Obligations secured by this Mortgage to the same extent as if made contemporaneously with the execution of this Mortgage, and will be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of Mortgagor and whether or not identified by a recital that it is secured by this Mortgage. The provisions of this paragraph shall apply regardless of whether any such advance is characterized

as obligatory or discretionary, but nothing contained in this paragraph is intended or shall be construed to obligate the Lender to make any additional loans or advances.

As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the other Obligations, Mortgagor grants to Lender a security interest in Mortgagor's interest in the Personalty, Fixtures, Leases, and Rents under Article Nine of the Uniform Commercial Code in effect in the State of Florida. The Mortgagor is justly indebted to Lender pursuant to the Note.

All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Premises, hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clauses hereof, but at any and all times Mortgagor will execute and deliver to Lender any and all such further assurances, mortgages, conveyances or assignments thereof as Lender reasonably deems necessary for the purpose of expressing and specifically subjecting the same to the lien of this Mortgage.

Mortgagor agrees to execute and deliver, from time to time, such further instruments, including, but not limited to, security agreements, pledges, and assignments, as are reasonably deemed necessary by Lender to confirm the lien of this Mortgage on any of the Mortgaged Premises.

Mortgagor further irrevocably grants, transfers, pledges and assigns to Lender all of Mortgagor's interest in the Rents.

All filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and any other agreement executed in connection herewith and any instrument of further assurance, and all federal, state, county and municipal mortgage recording taxes, stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, the Note or any other agreement executed in connection herewith or therewith, any mortgage supplemental hereto or any instrument of further assurance shall be paid in accordance with the terms of the Agreement.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS MORTGAGE, TO SECURE THE FULL AND TIMELY PERFORMANCE BY MORTGAGOR OF EACH AND EVERY OBLIGATION, COVENANT, AND AGREEMENT OF MORTGAGOR UNDER THE LOAN DOCUMENTS, AND AS ADDITIONAL CONSIDERATION FOR THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED BY THE LOAN DOCUMENTS, MORTGAGOR HEREBY COVENANTS, REPRESENTS, AND AGREES AS FOLLOWS:

SECTION 1

DEFINITIONS

For purposes of this Mortgage, each of the following terms shall have the following respective meanings:

1.1 "Agreement." As defined in the Recitals herein.

1.2 "Attorney Fees." All actual and reasonable attorney fees, paralegal, and law clerk fees, including, without limitation, fees for advice, negotiation, consultation, arbitration, and litigation at the pretrial, trial, and appellate levels, and in any bankruptcy proceedings, and attorney costs and expenses incurred or paid by Lender in protecting its interests in the Mortgaged Premises, including, but not limited to, any action for waste, and enforcing its rights under this Mortgage.

1.3 "Fixtures." All materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or the Improvements under the laws of the State of Florida, including the Uniform Commercial Code, as adopted and enacted by the State of Florida. "Fixtures" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under any Legal Requirement.

1.4 "Governmental Authority." Any foreign governmental authority, the United States of America, any State of the United States of America, any municipal or village governmental authority and any subdivision of any of the foregoing, and any agency, department, commission, board, authority or instrumentality, bureau or court having jurisdiction over Mortgagor or Lender, or any of their respective businesses, operations, assets, or properties.

1.5 "Impositions" means all real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges; charges imposed under any subdivision, planned unit development, or condominium declaration or restrictions; charges for any easement, license, or agreement maintained for the benefit of the Mortgaged Premises, and all other taxes, charges, and assessments and any interest, costs, or penalties of any kind and nature that at any time before or after the execution of this Mortgage may be assessed, levied, or imposed on the Mortgaged Premises or on its ownership, use, occupancy, or enjoyment.

1.6 "Improvements." All buildings, structures, improvements, equipment, fixtures, and appurtenances now and later placed on the Mortgaged Premises, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance

equipment and apparatus, and trees and plants located on the Mortgaged Premises, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Premises mortgaged to Lender under this Mortgage.

1.7 "Indebtedness." The principal of, interest on, and all fees, charges, expenses and other amounts and payments due under or evidenced by the following:

(a) The Note (including, without limitation, late payment and other charges payable under the Note).

(b) This Mortgage and all other Loan Documents;

(c) All Obligations (including, without limitation, all liabilities and obligations of Mortgagor under any Swap Contract entered into with Mortgagor and Lender (or any Affiliate of Lender), which liabilities and obligations of Mortgagor shall be deemed to be additional interest);

(d) All funds, if any, later advanced by Lender to or for the benefit of Mortgagor under any provision of any of the Loan Documents;

(e) Any future loans or amounts advanced by Lender to Mortgagor when evidenced by a written instrument or document made by Mortgagor or between Mortgagor and Lender that specifically recites that such future loans or amounts are Indebtedness that is secured by the terms of this Mortgage, including, but not limited to, funds advanced to protect the security or priority of the Mortgage; and

(f) Any amendment, modification, extension, rearrangement, restatement, renewal, substitution, or replacement of any of the foregoing.

1.8 "Land." The real estate or any interest in it described in Exhibit A attached to this Mortgage and made a part of it, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

1.9 "Leases." All leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Land or Improvements, including any guarantees, extensions, renewals, modifications or amendments thereof and all additional remainders, reversions and other rights and estates appurtenant thereunder.

1.10 "Legal Requirement." Collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, court orders, decrees, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

1.11 "Loan Documents." Collectively, the Agreement, this Mortgage, the Note, and all other instruments and agreements required to be executed by Mortgagor or any guarantor in connection with the Loan.

1.12 "Mortgaged Premises." All rights, title, interest and estate of Mortgagor now owned or hereafter acquired by Mortgagor in the Land, Improvements, Fixtures, Personalty, Leases, and Rents, together with each of the following:

(a) All right, title and interest (including any claim or demand or demand in law or equity) that Mortgagor now has or may later acquire in or to the following: all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Premises; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Mortgagor in or to the Mortgaged Premises, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Premises; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Premises) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Premises; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Premises and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Mortgagor in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Mortgagor now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Premises;

(b) To the extent assignable, all right, title and interest of Mortgagor in and to any intangible property rights relating to the Mortgaged Premises or its operation or used in connection with it, including, without limitation, all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of the Mortgaged Premises including all permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due Mortgagor, environmental indemnity rights and all collateral related thereto, trade names, trademarks and service marks;

(c) All right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Mortgaged Premises;

(d) Any and all awards made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Premises that may be made with respect to the Mortgaged Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Premises, which award or awards are assigned to Lender and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them, and to apply them as provided in the Agreement;

(e) All certificates of deposit of Mortgagor in Lender's possession and all bank accounts of Mortgagor with Lender and their proceeds, and all deposits of Mortgagor with any

Governmental Authority and/or public utility company that relate, in each case, to the ownership of the Mortgaged Premises;

(f) All Leases of the Mortgaged Premises or any part of it now or later entered into and all right, title, and interest of Mortgagor under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms, all rights to all insurance proceeds and unearned insurance premiums arising from or relating to the Mortgaged Premises, all other rights and easements of Mortgagor now or later existing pertaining to the use and enjoyment of the Mortgaged Premises, and all right, title, and interest of Mortgagor in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Premises (provided, however, that if Lender acquires possession or control of tenants' security deposits, Lender shall use the tenants' security deposits only for such purposes as the applicable Leases and Legal Requirements permit));

(g) To the extent assignable, all right, title and interest of Mortgagor in and to any and all unearned insurance premiums and all proceeds of any insurance policies covering the Mortgaged Premises, whether or not such insurance policies were required by Lender as a condition of making the loan secured by this Mortgage or are required to be maintained by Mortgagor as provided below in this Mortgage; which proceeds are assigned to Lender, and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same as provided below and in the Loan Agreement;

(h) To the extent assignable, all right, title and interest, if any, in all plans and specifications for Improvements; all contracts and subcontracts relating to the Improvements; all deposits (other than tenants security deposits described and accounted for in Section 1.12(f) above); funds, accounts, contract rights (including under any sale agreement), instruments, documents, general intangibles, claims against third parties and notes or chattel paper arising from or in connection with the Land or other Mortgaged Premises; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Land or other Mortgaged Premises; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land or other Mortgaged Premises, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land or other Mortgaged Premises and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Land, Fixtures, Personalty or other Mortgaged Premises (consent to same is not granted or implied); and all proceeds (including premium refunds) payable or to be payable under each insurance policy relating to the Land, Fixtures, Personalty, or other Mortgaged Premises;

(i) All right, title and interest, if any, in all other rights and easements of Mortgagor now or later existing pertaining to the use and enjoyment of the Mortgaged Premises,

and all right, title, and interest of Mortgagor in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Premises

(j) All right, title and interest of Mortgagor in and to all tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Premises;

(k) Any refunds and credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Premises, in each case paid or payable to Mortgagor (except to the extent any refunds, rebates or credits relate to taxes or assignments paid directly by any tenant under a Lease);

(l) All right, title and interest, if any, in all trade names, trademarks, symbols, service marks, and goodwill associated with the Mortgaged Premises and any and all state and federal applications and registrations now or later used in connection with the use or operation of the Mortgaged Premises;

(m) All money or other personal property of Mortgagor including, without limitation, any instrument, deposit account, accounts receivable, general intangible, books, records, claims against third parties, or chattel paper, as defined in Article 9 of Florida Uniform Commercial Code, previously or later delivered to, deposited with, or that otherwise comes into Lender's possession, in each case solely in connection with the Mortgaged Premises, including, the operating of any business thereon by Mortgagor; and

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

(o) To the extent assignable, all right, title and interest, if any, in all construction, supply, engineering, and architectural contracts executed and to be executed by Mortgagor for the construction of the Improvements;

(p) All right, title and interest, if any, in all proceeds of any of the foregoing.

As used in this Mortgage, "Mortgaged Premises" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

1.13 "Personalty." All of the right, title, and interest of Mortgagor in and to all tangible and intangible personal property, whether now owned or later acquired by Mortgagor, including, but not limited to water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, Improvements or Fixtures, or on other goods located on the Land or the Improvements, together

with all additions, accessions, accessories, amendments, modifications to the Land or the Improvements. The Personalty includes, but is not limited to, all of Mortgagor's right, title and interest and to all goods, machinery, tools, equipment (including fire sprinklers and alarm systems and all equipment utilized in the operation of its business; building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, (subject to Section 1.12(f)), licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Premises that constitute personal property under the Florida Uniform Commercial Code.

1.14 "Rents." Right, title and interest in all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or any of its agents or employees from any and all sources arising from or attributable to the Mortgaged Premises, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Mortgaged Premises or rendering of services by Mortgagor or any of its agents or employees and proceeds, if any, from business interruption or other loss of income insurance.

1.15 "Swap Contract" Right, title and interest in (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement; and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities under any such master agreement.

Any terms not otherwise defined in this Mortgage shall have the meaning given them in the Agreement.

SECTION 2

USE OF MORTGAGED PREMISES

2.1 Incorporation by Reference. All of the representations, warranties and covenants contained in the Agreement are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Mortgage, the provisions of the Agreement shall govern.

2.2 Use of Mortgaged Premises. Without limiting Section 2.1 hereof, unless otherwise required by Legal Requirement, otherwise permitted by the Agreement, or Lender otherwise consents in writing, Mortgagor shall not allow changes in the use of the Mortgaged Premises from that which is contemplated by Mortgagor and Lender at the time of execution of this Mortgage (i.e. a change in use of the Mortgaged Premises to commercial, office, residential or retail space other than as such space is utilized on the date hereof).

Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Premises without Lender's prior written consent. Mortgagor shall maintain all easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the then permitted use of the Mortgaged Premises and will not, without the prior consent of Lender, unless otherwise permitted by the Agreement, consent to or enter into or acquiesce to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Premises that could result in the use of the Mortgaged Premises for its current commercial purpose becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation or that would change or limit the uses permitted of Mortgaged Premises. Mortgagor shall comply with all restrictive covenants affecting the Mortgaged Premises, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Premises.

Mortgagor shall not commit or suffer any waste with respect to the Mortgaged Premises or make any change in the use of the Mortgaged Premises which will in any way materially increase the risk of any fire or other hazard arising out of the operation of the Mortgaged Premises, or do or permit to be done thereon anything that could reasonably be expected to impair the security of this Mortgage. Mortgagor shall maintain the Mortgaged Premises in good repair and condition (ordinary wear and tear excepted) and, at its sole cost and expense, will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary or extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end, and upon being apprised of any material defect in the repair or condition of the Mortgaged Premises, will repair or cure, or cause to be repaired or cured, such defect, in each case at its own expense and with due diligence. All such repairs, renewals and replacements shall be at least substantially equal in quality to the original Mortgaged Premises.

Except as permitted by Section 5.02(q) of the Agreement, Mortgagor shall not make any alterations to the Premises without the prior written consent of Lender.

SECTION 3

3.1 Right to Collect and Receive Rents. Mortgagor assigns and pledges to Lender all Rents, continuing in full force and effect during any period of foreclosure or redemption. Mortgagor grants to Lender the sole, exclusive and immediate right, without taking possession of the Mortgaged Premises to demand, collect and receive any and all of the Rents, for which purpose Mortgagor does irrevocably appoint Lender its attorney-in-fact. Lender shall have no liability for any loss that may arise from a failure to collect Rents. However, until the occurrence and during the continuance of an Event of Default, Mortgagor shall have an exclusive license to collect, receive and use the Rents in accordance with the Assignment of Leases.

3.2 Assignment of Rents.

(a) To further secure the payment of the Indebtedness and the full and timely performance and discharge of the Obligations, and without affecting in any way Mortgagor's covenant not to enter into any Leases other than in accordance with the terms of the Agreement, Mortgagor hereby assigns and pledges to Lender any Rents arising out of or from the Mortgaged Premises together with all Leases and other documents evidencing such Rents, now or hereafter in effect and any and all deposits held as security under the Leases, and Mortgagor grants to Lender the right to enter upon and to take possession of the Mortgaged Premises for the purpose of collecting the same and to let the Mortgaged Premises or any part thereof, and, subject to Section 3.1 hereof, to apply any Rents, after payment of all necessary charges and expenses, on account of the Debt. Mortgagor shall, upon written demand, deliver to Lender an executed counterpart of each Lease or other document to which it is a party and which affects the Mortgaged Premises in its possession or subject to its custody or control.

(b) Nothing contained herein shall be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any such lease or other such document or otherwise to impose any obligation on Lender (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or in any law of the State of Florida if any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Premises or any part thereof) until such time as Lender has taken fee ownership of the Mortgaged Premises. This pledge and grant shall continue in effect until the Indebtedness and all other Obligations and this Mortgage are paid in full and this Mortgage is discharged of record.

(c) Lender hereby waives the right to enter upon and to take possession of the Mortgaged Premises for the purpose of collecting the Rents, and Mortgagor shall be entitled to collect, receive, retain and use the Rents until the occurrence and continuation of an Event of Default, but such right of Mortgagor may be revoked by Lender upon the occurrence and during the continuance of an Event of Default on twenty-four (24) hour written notice.

(d) Mortgagor shall not, without the written consent of Lender, receive or collect Rents from any tenant of the Mortgaged Premises or any part thereof for a period of more than one (1) month in advance other than as a security deposit collected in the ordinary course of business, a last months' rent collected in the ordinary course of business or rents paid for the first two (2) months of the term of a Lease or rent paid for the last month of the term of a Lease, and in the event of the occurrence of an Event of Default which is continuing under this Mortgage to the extent that Mortgagor or an Affiliate of Mortgagor occupies any portion of the Mortgaged Premises, Mortgagor shall pay monthly in advance to Lender or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of the Mortgaged Premises or of such part thereof as may be in the possession of Mortgagor, and upon default in any such payment Mortgagor shall vacate and surrender the possession of the Mortgaged Premises to Lender or to such receiver. If Mortgagor does not so vacate and surrender the Mortgaged Premises then Mortgagor may be evicted by summary proceedings.

(e) From and after the occurrence and during the continuance of an Event of Default, Mortgagor hereby appoints Lender as its attorney-in-fact, coupled with an interest, to receive and collect all Rents, additional Rents, and other sums due under the terms of each Lease and to direct any tenant, by written notice or otherwise to forward such Rents, additional Rents and charges or other sums by mail or in person to Lender.

(f) Notwithstanding the license granted to Mortgagor pursuant to this Section 3.2, upon the occurrence and during the continuance of an Event of Default, Lender and not Mortgagor shall be deemed to be the creditor of each tenant in connection with (i) all assignments or pledges for the benefit of creditors, and (ii) all bankruptcy, reorganization, arrangement, insolvency, dissolution or receivership proceedings which may affect any such tenant (without obligation on the part of Lender, however, to file or make timely filings of, claims in any such proceedings or otherwise to pursue any creditor's rights therein), and Lender shall have the option to apply any money received by Lender as such creditor in reduction of the Indebtedness hereunder.

(g) Mortgagor hereby irrevocably authorizes and directs all tenants at the Mortgaged Premises, upon receipt of any notice from Lender stating that an Event of Default exists hereunder, to pay to Lender all Rents and additional Rents and other sums due and to become due under their respective leases. Mortgagor agrees that all tenants shall have the right to rely upon any such notice from Lender without any obligation or right to inquire as to whether any such Event of Default actually exists and notwithstanding any claim of Mortgagor to the contrary. Without limiting the generality of the foregoing, Mortgagor shall have no claim against any tenant for any Rents, additional Rents, or charges and other sums paid to Lender following notice from Lender pursuant to this Section 3.2.

(h) Nothing herein contained shall be construed as constituting Lender as a Lender in possession in the absence of the taking of actual possession of the Mortgaged Premises by Lender. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability (except for the gross negligence or willful misconduct of Lender, its agents and employees) being expressly waived and released by Mortgagor to the fullest extent permitted by law.

(i) Nothing contained herein, including without limitation the assignment provisions set forth above, shall impose upon Lender any duty to produce any rents, issues or profits or cause Lender to be (i) responsible for performing any of the obligations of lessor under any Lease, or (ii) responsible or liable for any waste or for any dangerous or defective conditions of the Mortgaged Premises, for negligence (other than gross negligence) in the management, upkeep, repair or control of the Mortgaged Premises, or for any other act or omission by any other Person. Subject to the terms of Section 20.2(c) below, to the extent of a conflict with this Section 3.2 and the Assignment of Leases, the Assignment of Leases shall prevail.

3.3 Leases of Mortgaged Premises by Mortgagor. Except as otherwise permitted in the Agreement, Mortgagor shall not enter into, modify, amend, cancel, terminate or renew any Lease.

SECTION 4

ASSIGNMENT OF CAUSES OF ACTION, AWARDS AND DAMAGES

4.1 Assignment of Causes of Action, Awards, and Damages. All causes of action, and all sums due or payable to Mortgagor for injury or damage to the Mortgaged Premises, or as damages incurred in connection with the transactions in which the Loan secured by this Mortgage was made, including, without limitation, causes of action and damages for breach of contract, fraud, concealment, construction defects, or other torts, or compensation for any conveyance in lieu of condemnation, are collaterally assigned to Lender, as additional security for the Obligations, and upon the occurrence and during the continuance of an Event of Default all proceeds from such causes of action and all such sums shall be paid to Lender for credit against the Indebtedness secured by this Mortgage. During the continuance of an Event of Default, Mortgagor shall notify Lender promptly on receipt by Mortgagor of notice that any such sums have become due or payable and immediately on receipt of any such sums, shall promptly remit such sums to Lender.

Upon the occurrence and during the continuance of an Event of Default, after deducting all expenses, including Attorney Fees, incurred by Lender in recovering or collecting any sums required to be paid to Lender under this Section 4, Lender may apply or release the balance of any funds received by it under this paragraph, or any part of such balance, as it elects. Upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any cause of action assigned to it under this paragraph and may, with the consent of Mortgagor, such consent not to be unreasonably withheld, conditioned or delayed, make any compromise or settlement in such action whatsoever. Mortgagor covenants that it shall execute and deliver to Lender such further assignments of any such compensation awards, damages, or causes of action as Lender may reasonably request from time to time. If Lender fails or does not elect to prosecute any such action or proceeding and Mortgagor elects to do so, Mortgagor may conduct the action or proceeding at its own expense and risk.

Notwithstanding anything to the contrary contained in this Section 4.1, any rights of Lender to participate in any casualty claim or condemnation proceeding and the rights to apply

any proceeds of the foregoing shall all be governed by the terms of Section 5.01(c)(C) of the Agreement.

SECTION 5

SUMS ADVANCED

5.1 Sums Advanced to Bear Interest and to Be Secured by Mortgage. Mortgagor shall promptly pay any sums advanced or paid by Lender under any provision of this Mortgage or the other Loan Documents in accordance with the terms of the Loan Documents. Until so repaid, all such sums and all other sums payable to Lender shall be added to, and become a part of, the Indebtedness secured by this Mortgage and bear interest from the date of advancement or payment by Lender at the same rate as provided in the Agreement, unless payment of interest at such rate would be contrary to Legal Requirement. All sums advanced by Lender under this Mortgage or the other Loan Documents, whether or not required to be advanced by Lender under the terms of this Mortgage or the other Loan Documents, including all amounts advanced by Lender in order to preserve the priority of the lien of this Mortgage or to maintain the Mortgaged Premises, both before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings (collectively "Protective Advances"), shall conclusively be deemed to be advances required to preserve and protect this Mortgage and Lender's security for the performance of the Obligations and payment of the Indebtedness, and shall be secured by this Mortgage to the same extent and with the same priority as the principal and interest payable under the Note.

SECTION 6

SECURITY AGREEMENT; FIXTURE FILING

6.1 Uniform Commercial Code Security Agreement. THIS MORTGAGE IS INTENDED TO BE AND SHALL CONSTITUTE A SECURITY AGREEMENT UNDER THE FLORIDA UNIFORM COMMERCIAL CODE FOR ANY OF THE PERSONALTY SPECIFIED AS PART OF THE MORTGAGED PREMISES THAT, UNDER LEGAL REQUIREMENT, MAY BE SUBJECT TO A SECURITY INTEREST UNDER THE FLORIDA UNIFORM COMMERCIAL CODE, AND MORTGAGOR GRANTS TO LENDER A SECURITY INTEREST IN THOSE ITEMS. MORTGAGOR AUTHORIZES LENDER TO FILE FINANCING STATEMENTS IN ALL STATES, COUNTIES, AND OTHER JURISDICTIONS AS LENDER MAY ELECT, WITHOUT MORTGAGOR'S SIGNATURE IF PERMITTED BY LAW. MORTGAGOR AGREES THAT LENDER MAY FILE THIS MORTGAGE, OR A COPY OF IT, IN THE REAL ESTATE RECORDS OR OTHER APPROPRIATE INDEX OR IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF FLORIDA, AS A FINANCING STATEMENT FOR ANY OF THE ITEMS SPECIFIED ABOVE AS PART OF THE MORTGAGED PREMISES. ANY REPRODUCTION OF THIS MORTGAGE OR EXECUTED DUPLICATE ORIGINAL OF THIS MORTGAGE, OR A COPY CERTIFIED BY THE CLERK OF MIAMI-DADE COUNTY, FLORIDA, OR OF ANY OTHER SECURITY AGREEMENT OR FINANCING STATEMENT, SHALL BE SUFFICIENT AS A FINANCING STATEMENT. IN ADDITION, MORTGAGOR AUTHORIZES LENDER TO FILE ANY UCC

FINANCING STATEMENTS, AS WELL AS ANY EXTENSIONS, RENEWALS, AND AMENDMENTS, AND COPIES OF THIS MORTGAGE IN SUCH FORM AS LENDER MAY REQUIRE TO PERFECT A SECURITY INTEREST WITH RESPECT TO THE PERSONALTY. MORTGAGOR SHALL PAY ALL COSTS OF FILING SUCH FINANCING STATEMENTS AND ANY EXTENSIONS, RENEWALS, AMENDMENTS, AND RELEASES OF SUCH STATEMENTS, AND SHALL PAY ALL REASONABLE COSTS AND EXPENSES OF ANY RECORD SEARCHES FOR FINANCING STATEMENTS THAT LENDER MAY REASONABLY REQUIRE. WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER, MORTGAGOR SHALL NOT CREATE OR SUFFER TO BE CREATED ANY OTHER SECURITY INTEREST IN THE ITEMS, INCLUDING ANY REPLACEMENTS AND ADDITIONS.

During the continuance of an Event of Default, Lender shall have the remedies of a secured party under the Florida Uniform Commercial Code including, without limitation, the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease, or utilize any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Premises and any part or parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor and, at Lender's option, may also invoke the remedies in Section 8 of this Mortgage as to such items, to the extent permitted by applicable law. In exercising any of these remedies, Lender may proceed against the items of Mortgaged Premises and any items of Personalty separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Florida Uniform Commercial Code or of the remedies in Section 8 of this Mortgage.

6.2 Fixture Filing. Mortgagor expressly agrees, intending that Lender rely thereon, that this Mortgage shall also constitute a financing statement filed as a fixture filing under the Florida Uniform Commercial Code, covering any portion of the Mortgaged Premises that now is or later may become a fixture attached to the Land or to any Improvement. The filing is to be recorded with the County Clerk of Miami-Dade, Florida. In that regard, the following information is provided:

Name of Debtor:	396 ALHAMBRA, LLC
Type of Organizations:	Limited Liability Company
State of Organization:	Florida
Address of Debtor:	2811 Ponce de Leon Blvd, Suite 310 Coral Gables, FL 33134
Address of the Property:	396 Alhambra Circle Coral Gables, FL 33134

SECTION 7

ACCELERATION ON TRANSFER OR ENCUMBRANCE

7.1 Acceleration on Transfer or Encumbrance of Mortgaged Premises. Except with respect to liens permitted by Section 5.02 of the Agreement including but not limited to Permitted Encumbrances (as defined in the Agreement), or with Lender's prior written consent or as otherwise expressly permitted by the Agreement, if Mortgagor (a) conveys, sells, or alienates the Mortgaged Premises, or any interest in it, or suffers its title to, or any interest in, the Mortgaged Premises to be divested, whether voluntarily or involuntarily or permits any security in the Mortgages Premises, or (b) transfers, pledges, assigns, sells, hypothecates or otherwise conveys any direct or indirect interests of or in Mortgagor other than as expressly permitted under the Agreement, or (c) changes or permits to be changed the character or use of the Mortgaged Premises (except as otherwise permitted by the Loan Documents), or drills or extracts or enters into any lease for the drilling or extracting of oil, gas, or other hydrocarbon substances or any mineral of any kind or character on the Mortgaged Premises, or (d) permits title to such Mortgaged Premises to become subject to any lien or charge (subject to rights to contest as provided in the Agreement), voluntary or involuntary, contractual or statutory (other than Permitted Liens), then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Mortgage, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Mortgage, including those in Section 8 below.

SECTION 8

REMEDIES ON DEFAULT; NOTIFICATION OBLIGATION

8.1 Remedies. Upon the occurrence and during the continuance of any Event of Default which is not cured during an applicable grace or cure period, Mortgagor agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender: (a) declare the entire unpaid Indebtedness to be immediately due and payable without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever; (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law in which case the Mortgaged Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner; (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Indebtedness not then due, unimpaired and without loss of priority, it being agreed that, to the extent permitted by law, several sales may be made hereunder without exhausting the rights of sale for any other breach by the Mortgagor of any of the obligations secured hereby, it being the purpose to provide for foreclosure and sale of the Mortgaged Premises, or any portion thereof, for any matured portion of any of the obligations

secured hereby or otherwise provided for herein without exhausting the power to foreclose and sell the Mortgaged Premises, or any portion thereof, for any other part of the obligations secured hereby, whether matured at the time or subsequently maturing and during the pendency of legal proceedings to foreclose the lien hereof, with Mortgagor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor; (d) to the extent permitted by law, sell for cash or upon credit the Mortgaged Premises or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale (to the extent permitted by applicable law) or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, which sales, to the extent permitted by law, may be at public auction at such time and place and upon such terms and conditions as the Lender may deem appropriate or as may be required or permitted by applicable law or rule of court, having first given notice prior to the sale of such time, place and terms by advertisement in at least one newspaper published or having a general circulation in the county or counties in which the Mortgaged Premises are located or at such time or times as may be required by applicable law or rule of court, and at such other times and by such other methods, if any, as the Lender may deem appropriate, however, Lender may adjourn from time to time any sale to be made by it under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by an applicable provision of law or rule of court, Lender, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned; (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Agreement or in the other Loan Documents; (f) to the extent permitted by law, recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents; (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Mortgaged Premises, without notice and without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Mortgagor or of any person, firm or other entity liable for the payment of the Indebtedness and any of the foregoing parties may take any action permitted by law; (h) subject to any applicable law, the license granted to Mortgagor under Section 19.1(d) shall automatically be revoked and Lender may enter into or upon the Mortgaged Premises, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Mortgaged Premises and of such books, records and accounts to Lender upon demand, and thereupon Lender may (1) (x) maintain, repair, and restore the Mortgaged Premises and (y) use, operate, manage, control, insure and otherwise deal with all and every part of the balance of the Mortgaged Premises and conduct the business thereat; (2) complete any construction on Land or in the Improvements in such manner and form as Lender deems advisable; (3) make alterations, additions, renewals, replacements and improvements to or on the Land or Improvements; (4) exercise all rights and powers of Mortgagor with respect to the Mortgaged Premises, whether in the name of Mortgagor or otherwise, including, without limitation, to the extent of Mortgagor's rights to the following: the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Mortgaged Premises and every part thereof; (5) require

Mortgagor to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Premises as may be occupied by Mortgagor; (6) to the extent permitted by law, require Mortgagor to vacate and surrender possession of the Land or Improvements to Lender or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (7) apply the receipts from the Mortgaged Premises to the payment of the Indebtedness, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees, to the extent permitted by law) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance and other expenses in connection with the Mortgaged Premises, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees; (i) exercise any and all rights and remedies granted to a secured party upon default under the Florida Uniform Commercial Code, including, without limiting the generality of the foregoing: (1) the right to take possession of the Personalty or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personalty; (2) request Mortgagor at its expense to assemble the Personalty and make it available to Lender at a convenient place acceptable to Lender; and (3) sell the Personalty at public or private sale, and in connection with the foregoing, Mortgagor agrees that any notice of sale, disposition or other intended action by Lender with respect to the Personalty sent to Mortgagor in accordance with the provisions hereof and the Uniform Commercial Code; (j) apply any sums then held in escrow or otherwise by Lender in accordance with the terms of this Mortgage or any other Loan Document to the payment of the following items in any order in its discretion: (1) Taxes and other charges relating to the Mortgaged Premises; (2) insurance premiums; (3) interest on the unpaid principal balance of the Note; (4) amortization of the unpaid principal balance of the Note; and (5) all other sums payable pursuant to the Note, this Mortgage and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Mortgage; (k) surrender the insurance policies maintained pursuant to the Agreement, collect the unearned insurance premiums thereon and apply such sums as a credit on the Indebtedness in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Mortgagor hereby appoints Lender as agent and attorney in fact (which is coupled with an interest and is therefore irrevocable) for Mortgagor to collect such insurance premiums; (l) pursue such other remedies as Lender may have under applicable law or under the Loan Documents; (m) apply the undisbursed balance of any deposit made by Mortgagor to finance a Restoration, together with interest thereon, to the payment of the Indebtedness in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; or (n) under the power of sale hereby granted, to the extent permitted by applicable law, Lender shall have the discretionary right to cause some or all of the Mortgaged Premises, including any Personalty, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law. In the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Premises, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Premises unimpaired and without loss of priority. In the event of a sale, by foreclosure, power of sale, or otherwise, Lender may bid for and acquire the Mortgaged Premises and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Indebtedness the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder and any

other sums which Lender is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

8.2 Effect of Sale Upon Mortgagor. Any sale or sales made under or by virtue of this Article 8, whether made under the power of sale herein granted (to the extent permitted by applicable law) or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall, to the extent permitted by law, operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor. Upon the completion of any sale or sales made under or by virtue of this Article 8, whether made under the power of sale herein granted (to the extent permitted by applicable law) or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure by sale, to the extent permitted by law, Lender or an officer of the court or court appointed committee empowered so to do, shall execute and deliver to the purchaser or purchasers good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest of Mortgagor in and to the Mortgaged Premises and rights sold, including the estate of Mortgagor as lessor under any Leases, but without any covenant or warranty, express or implied. The recitals in such instrument(s) of any matters of fact shall be conclusive proof of the truthfulness thereof, absent manifest error. To the extent permitted by applicable law, Lender is hereby appointed, which appointment is coupled with an interest and is irrevocable, and which appointment shall become effective upon the occurrence of an Event of Default, the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Premises and rights so sold and for that purpose Lender may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more Persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if so requested by Lender, shall ratify and confirm any such sale or sales by executing and delivering to Lender or to such purchaser or purchasers, all such instruments as may be advisable, in the judgment of Lender, for that purpose, and as may be designated in any such request.

8.3 Purchase of Mortgaged Premises. Lender shall have the right to be a purchaser at any sale made under or by virtue of this Mortgage, whether made under the power of sale (if permitted by applicable law) herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure by sale, and on so purchasing shall have the right to be credited upon the amount of the bid made therefor with the amount payable to Lender out of the net proceeds of such sale. In the event of any such sale, the Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind.

8.4 Waiver of Right of Redemption - Exemptions Waived. Mortgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of a stay or extension or moratorium law, any exemption from attachment, execution or sale of the Mortgaged Premises, or any part thereof, whether enacted now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the

valuation or appraisal of the Mortgaged Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Mortgaged Premises so sold, or any part thereof. Mortgagor hereby expressly waives all benefit and advantage of any redemption rights contained therein or contained in any other law or laws, and covenants not to hinder, delay or impede the execution of any right, power or remedy herein granted or delegated to Lender, but to suffer and permit the execution of every right, power or remedy as though no such law or laws had been made or enacted. Mortgagor, for itself and all who claim under it, waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Mortgaged Premises marshaled upon any sale or foreclosure hereunder. Mortgagor waives any right of claim or right to cause a marshaling of Mortgagor's assets or to cause Lender to proceed against any of the other security for the Loan before proceeding under this Mortgage or against Mortgagor, or to proceed against Mortgagor in any particular order. Mortgagor hereby voluntarily and knowingly waives, to the full extent permitted by law, the benefits of all present and future valuation, appraisement, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

8.5 No Merger. It is the intention of the parties hereto that if Lender shall at any time hereafter acquire title to all or any portion of the Mortgaged Premises, then, and until the Indebtedness have been satisfied in full, the interest of Lender hereunder and the lien of this Mortgage shall not merge or become merged in or with the estate and interest of Lender as the holder and owner of title to all or any portion of the Mortgaged Premises and that, until such payment, the estate of Lender in the Mortgaged Premises and the lien of this Mortgage and the interest of Lender hereunder shall continue in full force and effect to the same extent as if Lender had not acquired title to all or any portion of the Mortgaged Premises.

8.6 Application of Proceeds. The proceeds of any sale made under or by virtue of this Article 8, whether made under the power of sale herein granted (to the extent permitted by applicable law) or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure by sale, together with any other sums which may then be held by Lender pursuant to this Mortgage shall be applied as follows:

First, to the payment of the actual costs and expenses of such sale or sales, including reimbursement or Attorney Fees, and of any judicial or other proceedings wherein the same may be made, and of all actual expenses, liabilities and advances made or incurred by Lender under this Mortgage, together with interest at the Default Rate on all advances made by Lender, and of taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Mortgaged Premises shall have been sold.

Second, to the payment of any actual expenses, charges, losses, indemnities, penalties, premiums and late payment premiums) and all other amounts due under the Agreement, the Note, this Mortgage or any other Loan Document, excluding interest and principal.

Third, to the payment of interest on the unpaid principal due under the Note.

Fourth, to the payment of principal due under the Note.

Fifth, to the payment of all other Indebtedness in such order or priority as may be provided under the Agreement, the Note, this Mortgage or any agreement executed in connection herewith or therewith.

Sixth, to the payment of the surplus, if any, to Mortgagor or whomsoever else may be lawfully entitled to receive the same.

8.7 Remedies Cumulative. All rights and remedies of Lender under this Mortgage are cumulative and in addition to such other rights as Lender may have at law or in equity or pursuant to the Loan Documents. Lender may enforce any one or more remedies or rights hereunder successively or concurrently.

8.8 Discontinuance of Proceedings. If Lender shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Lender shall have the unqualified right to do so and, in such an event, Mortgagor and Lender shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Premises and otherwise, and the rights, remedies, recourses and powers of Lender shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Lender thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

SECTION 9

WAIVER OF MARSHALING

9.1 Waiver of Marshaling. Despite the existence of interests in the Mortgaged Premises other than that created by this Mortgage, and despite any other provision of this Mortgage, if Mortgagor defaults in paying the Indebtedness or in performing any Obligations, Lender shall have the right, in Lender's sole and absolute discretion, to establish the order in which the Mortgaged Premises will be subjected to the remedies provided in this Mortgage and to establish the order in which all or any part of the Indebtedness secured by this Mortgage is satisfied from the proceeds realized on the exercise of the remedies provided in this Mortgage. Mortgagor and any Person who now has or later acquires any interest in the Mortgaged Premises with actual or constructive notice of this Mortgage waives any and all rights to require a marshaling of assets in connection with the exercise of any of the remedies provided in this Mortgage or otherwise provided by Legal Requirement.

SECTION 10

LENDER'S RIGHTS TO MODIFY LOAN

10.1 Consents and Modifications; Mortgagor and Lien Not Released. Whether or not an Event of Default has occurred and is continuing, at Lender's option, without notice to or consent from Mortgagor (except as provided in clauses (b), (c), (f), (g) and (h) below), any guarantor of the Indebtedness of Mortgagor's Obligations, or any holder or claimant of a lien or interest in the Mortgaged Premises that is junior to the lien of this Mortgage, and without incurring liability to Mortgagor or any other person by so doing, Lender may, from time to time, (a) extend the time for payment of all or any portion of Mortgagor's Indebtedness under the Loan Documents; (b) accept from Mortgagor a renewal note or notes, or release any person from liability, for all or any portion of such Indebtedness; (c) agree with Mortgagor to modify the terms and conditions of payment under the Loan Documents; (d) reduce the amount of the monthly installments due under the Agreement; (e) satisfy, reconvey or release other or additional security for the repayment of Mortgagor's Indebtedness under the Loan Documents; (f) approve the preparation or filing of any map or plat with respect to Mortgaged Premises; (g) enter into any extension agreement with Mortgagor or subordination agreement with Mortgagor affecting the Mortgaged Premises or the lien of this Mortgage; and (h) agree with Mortgagor to modify the term, the rate of interest, or the period of amortization of the Note or alter the amount of the monthly installments payable under the Note. No action taken by Lender under this paragraph shall be effective unless it is in writing, subscribed by Lender, and, except as expressly stated in such writing, no such action will impair or affect (i) Mortgagor's obligation to pay the Indebtedness secured by this Mortgage and to observe all Obligations of Mortgagor; (ii) the guaranty of any Person of the payment of the Indebtedness secured by this Mortgage; or (iii) the lien or priority of the lien of this Mortgage. Mortgagor shall promptly pay Lender all out-of-pocket reasonable costs incurred by Lender, together with all insurance premiums and Attorney Fees as Lender has advanced, for any action taken by Lender under this paragraph. Whenever Lender's consent or approval is specified as a condition of any provision of this Mortgage, such consent or approval shall not be effective unless such consent or approval is in writing.

SECTION 11

MORTGAGOR'S WAIVER OF RIGHT OF OFFSET

11.1 Waiver of Right of Offset. No portion of the Indebtedness secured by this Mortgage shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Mortgagor may have or claim to have against Lender.

SECTION 12

INTENTIONALLY OMITTED

SECTION 13

REQUEST FOR NOTICE OF DEFAULT

13.1 Request for Notice of Default. The undersigned Mortgagor requests that a copy of any notice of default or Event of Default and any notice of sale under this Mortgage required to be sent by Lender be sent to Mortgagor at its address specified in the Agreement and in the manner for notice specified by the Agreement.

SECTION 14

MECHANICS' LIENS

14.1 Mechanics' Liens. Subject to the terms of the rights to contest set forth in the Agreement and liens that are Permitted Encumbrance or otherwise permitted by the Agreement, Mortgagor shall pay from time to time when due, all lawful claims and demands of mechanics, materialmen, laborers, and others that, if unpaid, could reasonably be expected to result in, or permit the creation of, a lien on the Mortgaged Premises or any part of it, or on the Rents arising therefrom, and in general shall do or cause to be done everything commercially reasonable so that the lien and security interest of this Mortgage shall be fully preserved, at Mortgagor's expense, without expense to Lender.

SECTION 15

LIABILITY FOR ACTS OR OMISSIONS

15.1 Liability for Acts or Omissions. Lender shall not be liable or responsible for its acts or omissions under this Mortgage, except for Lender's, its agents' and employees' own gross negligence or willful misconduct.

SECTION 16

INTENTIONALLY OMITTED

SECTION 17

GENERAL PROVISIONS

17.1 Governing Law; Venue THIS MORTGAGE WAS ACCEPTED BY LENDER IN THE STATE OF NEW YORK AND THE PROCEEDS OF THE NOTE WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND THE LOAN. ACCORDINGLY, IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF

CONSTRUCTION, VALIDITY, ENFORCEABILITY AND PERFORMANCE, THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE PRIORITY OF LIENS AND/OR SECURITY INTERESTS, ENFORCEMENT OF THE LIENS, PLEDGES, ASSIGNMENTS AND SECURITY INTERESTS IN AND TO THE PROPERTY AND ALL OTHER REMEDIES OF LENDER, INCLUDING, BUT NOT LIMITED TO, FORECLOSURE OR EXERCISE OF LENDER'S STATUTORY POWER OF SALE (IF PERMITTED BY APPLICABLE LAW) OR OTHER POWER OF SALE (AS PERMITTED BY LAW) AND THE CREATION, PERFECTION AND ENFORCEMENT OF ALL SECURITY INTERESTS CREATED PURSUANT HERETO AND TO THE OTHER LOAN DOCUMENTS IN ANY COLLATERAL WHICH IS LOCATED IN THE STATE WHERE THE PROPERTY IS LOCATED SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE AND THIS MORTGAGE (EXCEPT AS SET FORTH ABOVE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO § 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGOR ARISING OUT OF OR RELATING TO THIS MORTGAGE MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK OR ANY FEDERAL OR STATE COURT LOCATED IN MIAMI-DADE COUNTY IN THE STATE OF FLORIDA, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND MORTGAGOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

17.2 No Release. Mortgagor agrees that no other security, now existing or hereafter taken, for all Indebtedness shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of all Indebtedness shall impair or affect in any manner the security given by this Mortgage; all security for the payment of all Indebtedness shall be taken, considered, and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Mortgagor further agrees that any part of the security herein described may be released without in any way altering, varying, or diminishing the force, effect, or lien of this Mortgage, or of any renewal or extension of said lien, and that this Mortgage shall continue as a first lien, assignment, and security interest on all the Mortgaged Premises not expressly released until all Indebtedness is fully discharged and paid.

17.3 Estoppel Certificates. Mortgagor agrees at any time and from time to time, upon ten (10) Business Days' prior written notice from Lender, to execute and deliver to Lender, or to

any Person designated by Lender, a statement in writing certifying (i) the outstanding principal balance of all Indebtedness, (ii) the last date to which interest has been paid by Mortgagor, (iii) that the Loan is in full force and effect, (iv) to the knowledge of Mortgagor, whether Mortgagor has any defenses or offsets thereto, and (v) whether any default on the part of Mortgagor has occurred.

17.4 No Joint Venture. Mortgagor acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Lender be deemed to be a partner or joint venturer with Mortgagor. Lender shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, the Agreement, the Note or any other agreement executed in connection herewith or therewith.

17.5 Waiver of Punitive or Consequential Damages. Neither Lender nor Mortgagor shall be responsible or liable to the other or to any other person for any punitive, exemplary or consequential damages which may be alleged as a result of the Loan or the transactions contemplated hereby, including any breach or other default by any party hereto (other than any punitive, exemplary or consequential damages that are required to be paid by Lender to a third party for which Mortgagor is required to indemnify Lender for such damages).

17.6 Notices. All notices, consents, approvals and requests required or permitted hereunder shall be in writing, and shall be sent, and shall be deemed effective, as provided in the Agreement.

17.7 Remedies Are Cumulative. Each remedy in this Mortgage is separate and distinct and is cumulative to all other rights and remedies provided by this Mortgage or by Legal Requirement, and each may be exercised concurrently, independently, or successively, in any order whatsoever.

17.8 Delegation of Authority. Whenever this Mortgage provides that Mortgagor authorizes and appoints Lender as Mortgagor's attorney-in-fact to perform any act for or on behalf of Mortgagor or in the name, place, and stead of Mortgagor, Mortgagor expressly understands and agrees that this authority shall be deemed a power coupled with an interest and such power shall be irrevocable, but exercisable only while an Event of Default is continuing.

17.9 Obligations of Mortgagor Joint and Several. If more than one Person is named as Mortgagor, each obligation of Mortgagor under this Mortgage shall be the joint and several obligations of each such Person.

17.10 Severability. If any provision of the Loan Documents, or the application of them to the circumstances, is held void, invalid, or unenforceable by a court of competent jurisdiction, the Loan Documents, and the applications of such provision to other parties or circumstances, shall not be affected thereby, the provisions of the Loan Documents being severable in any such instance.

17.11 Waiver of Statute of Limitations. Mortgagor waives the right to assert any statute of limitations as a defense to the Loan Documents and the Indebtedness secured by this Mortgage, to the fullest extent permitted by Legal Requirement.

17.12 Successors and Assigns. Except as otherwise provided in the Agreement and otherwise subject to Sections 8 and 9 of this Mortgage, this Mortgage applies to, inures to the benefit of, and binds, the respective heirs, legatees, devisees, administrators, executors, successors, and assigns of each party to this Mortgage.

17.13 Meaning of Certain Terms. As used in this Mortgage and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Mortgage as a whole, rather than any particular provision of it.

17.14 Authorized Agents. In exercising any right or remedy, or taking any action provided in this Mortgage, Lender may act through its employees, agents, or independent contractors, as Lender expressly authorizes.

17.15 Captions. Captions and paragraph headings used in this Mortgage are for convenience of reference only, are not a part of this Mortgage, and shall not be used in construing it.

17.16 Conflict with Agreement. In the event of a conflict between the terms of this Mortgage and the terms of the Agreement, the Agreement shall prevail.

SECTION 18

WAIVER OF RIGHT TO JURY TRIAL

18.1 WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, MORTGAGOR AND LENDER AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS MORTGAGE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. MORTGAGOR AND, BY ITS ACCEPTANCE OF THE BENEFITS OF THIS MORTGAGE, LENDER EACH (A) ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGOR AND LENDER TO ENTER INTO A BUSINESS RELATIONSHIP, THAT MORTGAGOR AND LENDER HAVE ALREADY RELIED ON THIS WAIVER BY ENTERING INTO THIS MORTGAGE OR ACCEPTING ITS BENEFITS, AS THE CASE MAY BE, AND THAT EACH SHALL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS, AND (B) FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS

WAIVER IS IRREVOCABLE, IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS MORTGAGE.

SECTION 19

RELEASE AND SATISFACTION OF MORTGAGE; CREDIT AGREEMENT

19.1 Lender shall, promptly following Mortgagor's request and upon payment in full of the Indebtedness and performance by Mortgagor of all of their other obligations under this Mortgage and the other Loan Documents, execute and deliver to Mortgagor, at no cost to Lender, a release and satisfaction of this Mortgage, or at Mortgagor's option, an assignment to another lender designated by Mortgagor at Mortgagor's expense, in each case in form reasonably acceptable to Mortgagor and Lender. Mortgagor shall not be required to pay Lender a fee for delivering such release and satisfaction or assignment, but, to the extent permitted by law, shall be required to pay Lender's reasonable third-party costs and expenses in connection with delivering such release and satisfaction (including reasonable Attorney Fees).

SECTION 20

STATE SPECIFIC PROVISIONS

20.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Section 20 and the other provisions of this Mortgage, the terms and conditions of this Section 20 shall control and be binding.

20.2 Florida Provisions. Notwithstanding anything to the contrary contained in this Mortgage, the following shall apply:

(a) Maximum Debt Secured; Future Advances. In addition to all other indebtedness secured by the lien of this Mortgage, this Mortgage shall secure and constitute a first lien on the Mortgaged Premises for all future advances made by Lender for any purpose prior to the twentieth anniversary of the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage. Any such advances may be made (i) at the option of Lender, or (ii) in accordance with the Agreement. The total amount of the principal indebtedness that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid principal balance of such indebtedness secured at any one time by this Mortgage shall not exceed a maximum principal amount of $112,000,000, plus interest thereon and any disbursements made by Lender pursuant to the terms of this Mortgage. It is the intent of Mortgagor and Lender that this provision comply with and be in conformity with Florida Statutes § 697.04. Mortgagor will not file a notice limiting the maximum amount which may be secured by this Mortgage pursuant to Section 697.04(1)(b) of the Florida Statutes.

(b) Intangibles Tax and Documentary Stamps Tax. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any of the other Loan Documents creating a lien or security interest or evidencing

the lien hereof upon the Mortgaged Premises and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Mortgaged Premises. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses, including, but not limited to, the Florida Intangibles Tax and the Florida Documentary Stamps Tax, incident to the preparation, execution, acknowledgment and/or recording of the Note, the Agreement, this Mortgage, the other Loan Documents, and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges, including, but not limited to, the Florida Intangibles Tax and the Florida Documentary Stamps Tax, arising out of or in connection with the execution and delivery of this Mortgage, the other Loan Documents, or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do. Furthermore, Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Lender from and against any and all losses, damages, penalties, claims, actions, suits costs and expenses imposed upon, incurred by or asserted against Lender and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Mortgage, the Note or any of the other Loan Documents. In the event that, at any time subsequent to the date hereof, the Florida Department of Revenue, the Clerk of the Circuit Court for Miami-Dade County, Florida, or any similar authority, determines that additional documentary stamps and/or intangible taxes are due upon this Mortgage, Mortgagor shall, promptly and at the sole cost of Mortgagor, and without expense to Lender, pay any such additional documentary stamp taxes and/or intangible taxes, together with interest and penalties, if any, to the appropriate authority to insure the enforceability of the lien created hereby.

(c) Assignment of Rents. The following paragraph is hereby added to the end of Section 3.1 of this Mortgage entitled "Assignment of Rents":

> The assignment of rents contained in this Mortgage is intended to provide the Lender with all the rights and remedies of mortgagees pursuant to Section 697.07 of the Florida Statutes, as may be amended from time to time (hereinafter ("Section 697.07"). However, in no event will this reference diminish, alter, impair, or affect any other rights and remedies of the Lender, including but not limited to, the appointment of a receiver as provided herein, nor will any provision herein, diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth elsewhere in this Mortgage. In addition, this assignment will be fully operative without regard to the value of the Mortgaged Premises or without regard to the adequacy of the Mortgaged Premises to serve as security for the obligations owed by Mortgagor to the Lender, and will be in addition to any rights arising under Section 697.07. Further, except for the notices required hereunder, if any, Mortgagor waives, except as may be prohibited by law, any notice of default or demand for turnover of Rents by the Lender, together with any rights under Section 697.07 to apply to a court to deposit the Rents into the registry of the court or such other depository as the court may designate.

(d) Agreement Not to File Notice of Limitation. Mortgagor, for itself, its successors, heirs, executors and assigns, and all successors in title to the Mortgaged Premises, hereby expressly waives and relinquishes any right under Section 697.04, Florida Statutes, or otherwise, to limit the amount of indebtedness that may be outstanding at any time during the term of this Mortgage. Mortgagor, for itself, its successors, heirs, executors and assigns, covenants not to file for record any notice limiting the maximum principal amount that may be secured by this Mortgage and agrees that any such notice, if filed, shall be null and void and have no effect.

[SIGNATURES ON FOLLOWING PAGE.
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage as of the date first written above.

MORTGAGOR:

396 ALHAMBRA, LLC, a Florida limited liability company

By:_____
Name: Jose Antonio Perez Helguera
Title: Manager

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of DECEMBER, 2024, by Jose Antonio Perez Helguera, Manager of 396 ALHAMBRA, LLC, a Florida limited liability company, on behalf of the limited liability companies. He is personally known to me or has produced _____ as identification.

Notary Public: _____
Print Name: ELAYNE ESCOBAR
Notary Public, State of ~~Ohio~~ FLORIDA.
My commission expires: _____

NOTARY SEAL

EXHIBIT A

Real Property

The Land referred to herein below is situated in the County of MIAMI-DADE, State of Florida, and is described as follows:

Parcel I:

Lots 25 through 38, inclusive, in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

LESS

The West 12.62 feet of Lot 38, in Block 27, conveyed to the City of Coral Gables as a public alley.

LESS

A triangular shaped section of land in the North portion of Lots 38 and 37, Block 27 of said CORAL GABLES SECTION K described as follows:

Begin at a point on the North line of Lot 38, Block 27, of the said CORAL GABLES SECTION K, which said Point of Beginning is 12.62 feet East of the Northwest corner of said Lot 38 and being a point on the South line of an existing East-West alley twenty (20') feet in width in said Block 27; thence run East along the North line of said Lots 38 and 37 and being along the South line of the said existing East-West alley twenty (20') feet in width for a distance of 15 feet to a point; thence run in a Southwesterly direction along a line over a portion of said Lots 37 and 38 to its intersection with the East line of the West 12.62 feet of the said Lot 38; thence run North along the East line of the West 12.62 feet of the said Lot 38 for a distance of fifteen (15') feet to the Point of Beginning; all in Block 27, according to said CORAL GABLES SECTION K, Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Parcel II:

Lots 1 through 10 and Lots 39 through 48, Block 27, CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

AND

All that portion of the East-West alley twenty feet (20') in width lying within Block 27, CORAL GABLES SECTION K, according to the plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, lying West of a line projected Northward which line is parallel to the East line of Lot 39 in said Block and 7.38 feet West thereof;

LESS

The East 0.10 feet of said Lot 10 in Block 27 and FURTHER EXCEPTING THEREFROM as public alley conveyed to the City of Coral Gables, the East 7.38 feet of Lot 39.

LESS

A portion of Lot 48 in Block 27, of CORAL GABLES SECTION K, according to the Plat thereof, recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida, being more particularly described as the external area formed by a 15.00 foot radius arc concave to the Northeast, tangent to the South line of said Lot 48 and tangent to the West line of said Lot 48.

CFN: 20250271866 BOOK 34702 PAGE 1938
DATE:04/10/2025 08:14:53 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This Instrument Was Prepared By,
Record and Return To:

Riemer & Braunstein, LLP
333 SE 2nd Avenue, Suite 2000
Miami, FL 33131
Attention: Steven M. Klein, Esq.

THIRD AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (ACQUISITIONS MORTGAGE)

BY AND BETWEEN

AGAVE ACQUISITIONS, LLC, a Florida limited liability company, as mortgagor ("**Mortgagor**"),

To

CITIBANK, N.A., a national banking association, as mortgagee ("**Mortgagee**")

Property: 2601 South Bayshore Drive, Miami, Florida 33133 Units 100, 245, 400, 410, 420, 430, 500, 510, 520, 530, 1100, 1140, 1150, 1160, 2000, 2010, 2020, 2030, PH-IIA, PH-IIB, PH-IIC AND PH-IID

RECORDER'S NOTE: THIS AMENDMENT AMENDS THAT CERTAIN AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT BETWEEN AGAVE ACQUISITIONS, LLC, A FLORIDA LIMITED LIAIBLITY COMPANY AND CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, DATED AS OF MARCH 9, 2020, AND RECORDED ON MARCH 16, 2020 IN OFFICIAL RECORDS BOOK 31852, PAGE 1908 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (THE "ORIGINAL ACQUISITIONS MORTGAGE"), AS PREVIOUSLY AMENDED BY THAT CERTAIN MORTGAGE AND OTHER LOAN DOCUMENTS MODIFICATION AND SPREADER AGREEMENT DATED SEPTEMBER 24, 2021, AND RECORDED ON OCTOBER 5, 2021 IN OFFICIAL RECORDS BOOK 32774, PAGE 4182 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (THE "FIRST AMENDMENT TO ACQUISITIONS MORTGAGE"), AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

(ACQUISITIONS MORTGAGE) DATED AS OF SEPTEMBER 24, 2024 AND RECORDED IN THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY ON SEPTEMBER 30, 2024 IN OFFICIAL RECORDS BOOK 34429, AT PAGE 2693 (THE "SECOND AMENDMENT TO ACQUISITIONS MORTGAGE" TOGETHER WITH THE ORIGINAL ACQUISITIONS MORTGAGE AND THE FIRST AMENDMENT TO ACQUISITION MORTGAGE, THE "EXISTING ACQUISITIONS MORTGAGE"). THE EXISTING ACQUISITIONS MORTGAGE IS ADDITIONAL COLLATERAL FOR THE OBLIGATIONS SECURED BY (I) THAT CERTAIN THIRD AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ENTERED BY AGAVE BAYSHORE DRIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (F/K/A KRA TOWER (DELAWARE), LLC, A DELAWARE LIMITED LIABILITY COMPANY) ("BORROWER"), DATED MARCH 9, 2020 AND RECORDED ON MARCH 16, 2020 IN BOOK 31852, PAGE 1797 IN MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS AS CFN 2020R0164925, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO THIRD AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (MORTGAGE A) DATED SEPTEMBER 24, 2024 AND RECORDED IN THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY ON SEPTEMBER 30, 2024 IN OFFICIAL RECORDS BOOK 34429, AT PAGE 2671 AS CFN 20240743242 (COLLECTIVELY, "ORIGINAL BORROWER MORTGAGE A"), AS AMENDED BY THAT CERTAIN SECOND AMENDMENT TO THIRD AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH "AMENDED BORROWER MORTGAGE A" TOGETHER WITH ORIGINAL BORROWER MORTGAGE A, "BORROWER MORTGAGE A") AND (II) THAT CERTAIN AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT DATED AS OF MARCH 9, 2020, AND RECORDED ON MARCH 16, 2020, IN OFFICIAL RECORDS BOOK 31852, PAGE 1851 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AS CFN 2020R0164928, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (MORTGAGE B) DATED SEPTEMBER 24, 2024 AND RECORDED IN THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY ON SEPTEMBER 30, 2024 IN OFFICIAL RECORDS BOOK 34429, AT PAGE 2681 AS CFN 20240743243 (COLLECTIVELY, "ORIGINAL BORROWER MORTGAGE B"), AS AMENDED BY THAT CERTAIN SECOND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH ("AMENDED BORROWER MORTGAGE B" TOGETHER WITH ORIGINAL BORROWER MORTGAGE B, "BORROWER MORTGAGE B"). BORROWER MORTGAGE A AND BORROWER MORTGAGE B ARE COLLECTIVELY REFERRED TO AS "BORROWER'S MORTGAGES." ALL REQUIRED DOCUMENTARY STAMP TAXES ON THE BORROWER'S MORTGAGES AND THE ORIGINAL ACQUISITIONS MORTGAGE WERE PAID UPON RECORDING OF ORIGINAL BORROWER MORTGAGE A.

MORTGAGOR IS NOT AN OBLIGOR ON THE INDEBTEDNESS SECURED BY THE BORROWER'S MORTGAGES (THE "LOAN"). MORTGAGOR IS SOLELY A GUARANTOR OF THE LOAN. NON-RECURRING INTANGIBLE TAXES ARE NOT PAYABLE UPON THE RECORDING OF THIS AMENDMENT BECAUSE IT SECURES CERTAIN CONTINGENT OBLIGATIONS UNDER A GUARANTY GIVEN BY MORTGAGOR FOR THE BENEFIT OF MORTGAGEE.

THIRD AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT
(Acquisitions Mortgage)

This **THIRD AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (Acquisitions Mortgage)** (this "**Amendment**") dated as of March 31, 2025, by and between **AGAVE ACQUISITIONS, LLC**, a Florida limited liability company, whose address is c/o Agave Holdings, LLC, 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133 ("**Mortgagor**"), in favor of **CITIBANK, N.A.**, a national banking association, having a place of business at 153 East 53rd Street, New York, New York 10022 as mortgagee (together with its successors or assigns, "**Mortgagee**" or "**Lender**"). *Capitalized terms used in this Amendment which are not otherwise specifically defined herein have the same meanings herein as in the Loan Agreement (as defined below).*

BACKGROUND

WHEREAS, AGAVE BAYSHORE DRIVE, LLC, a Delaware limited liability company f/k/a KRA TOWER (DELAWARE), LLC, a Delaware limited liability company ("**Borrower**") and Lender entered that certain loan arrangement (the "**Existing Loan Arrangement**") as of March 9, 2020 pursuant to which the Lender made a secured loan to Borrower in the principal amount up to Sixty Three Million Seventy Nine Thousand Six Hundred Seventy One and 00/100 Dollars ($63,079,671.00) (the "**Existing Loan**"), evidenced by, among other documents, instruments, and agreements, a certain Amended and Restated Credit Agreement dated as of March 9, 2020, as amended by that certain First Amendment to Amended and Restated Credit Agreement and Amendment to Other Loan Documents dated as of September 24, 2021, as amended by that certain Second Amendment to Amended and Restated Credit Agreement and Amendment to Other Loan Documents dated as of June 1, 2023, and as further amended by that certain Third Amendment to Amended and Restated Credit Agreement and Omnibus Amendment to Other Loan Documents dated as of September 24, 2024 (as amended, restated, modified, supplemented from time to time prior to the date hereof, collectively, "**Existing Loan Agreement**") and a certain Fourth Amended and Restated Promissory Note dated as of September 24, 2024 in the original principal amount of Sixty Three Million Seventy Nine Thousand Six Hundred Seventy One and 00/100 Dollars ($63,079,671.00) made payable by Borrower to the order of the Lender (the "**Existing Bayshore Note**");

WHEREAS, the obligations of the Borrower under the Existing Loan Arrangement, including, without limitation, those obligations of the Borrower under the Existing Loan Agreement and the Existing Bayshore Note, are secured by amongst other documents, a certain Amended and Restated Mortgage, Assignment of Rents and Leases and Security Agreement dated March 9, 2020 granted by Mortgagor in favor of Mortgagee and recorded in the Official Records of Miami-Dade County on March 16, 2020 in Official Records Book 31852, Page 1908 in the Public Records of Miami-Dade County, Florida (the "**Original Acquisitions Mortgage**") as amended by that certain Mortgage and Other Loan Documents Modification and Spreader Agreement dated September 24, 2021, and recorded on October 5, 2021 in Official Records Book 32774, Page 4182 of the Public Records of Miami-Dade County, Florida (the "**First Amendment to Acquisitions Mortgage**), as further amended by that certain Second

Amendment to Amended and Restated Mortgage, Assignment of Rents and Leases and Security Agreement (Acquisitions Mortgage) dated as of September 24, 2024 and recorded in the Official Records of Miami-Dade County on September 30, 2024 in Official Records Book 34429, at Page 2693 (the "**Second Amendment to Acquisitions Mortgage**," together with the Original Acquisitions Mortgage and the First Amendment to Acquisitions Mortgage, the "**Existing Acquisitions Mortgage**"; and the Existing Acquisitions Mortgage together with the Existing Loan Agreement, the Existing Bayshore Note, and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "**Existing Loan Documents**");

WHEREAS, Borrower has requested that Lender modify the loan, which, among other things, will amend the term and the interest rate, which Lender is willing to do. In connection with the such loan modification, Borrower has requested, and Lender has agreed, to amend certain provisions of the Existing Loan Documents as expressly set forth in (i) this Amendment, which amends, modifies and supplements the Existing Acquisitions Mortgage (the "**Acquisitions Mortgage**") and is intended to be recorded in the Public Records of Miami-Dade County, Florida, (ii) that certain unrecorded Fourth Amendment to Amended and Restated Credit Agreement and Omnibus Amendment to Other Loan Documents dated as of even date herewith, between Borrower and Lender, and acknowledged and agreed to by Mortgagor and the other Guarantors (the "**Omnibus Amendment**"), which Omnibus Amendment amends, modifies and supplements the Existing Loan Agreement and the other Existing Loan Documents (the Existing Loan Agreement, as modified by the Omnibus Amendment, and as the same may be further amended or modified from time to time, is hereinafter referred to as the "**Loan Agreement**") and (iii) that certain Fifth Amended Restated Renewal Promissory Note dated as of even date herewith, in the principal amount of $63,079,671.00, payable by Borrower to Lender, which amends, restates and renews the Existing Note (the "**Note**");

WHEREAS, Loan Agreement, the Note and the other Existing Loan Documents, each as modified by the Omnibus Amendment (as applicable), together with the Existing Acquisitions Mortgage as modified by this Amendment and certain other mortgages made by Borrower in favor of Lender executed in connection with the Loan as modified simultaneously hereto are hereinafter collectively referred to as the "**Loan Documents**"; and the Existing Loan Arrangement, as modified by the Omnibus Amendment and this Amendment, the "**Loan Arrangement**");

WHEREAS, to induce the Mortgagee to make the requested modifications to the Loan Arrangement and the Loan Documents, the Mortgagor has agreed to guarantee the Loan pursuant to that certain Second Amended and Restated Guarantee Agreement dated as of the date hereof (the "**Guarantee**"). Capitalized terms used but not otherwise defined in this Amendment shall have the meaning given to such terms in the Loan Agreement;

WHEREAS, Mortgagor shall receive material benefits and consideration as a result of Mortgagee's extension of credit to Borrower; and

WHEREAS, Mortgagor hereby confirms that the Existing Acquisitions Mortgage, as modified hereby, shall continue to secure the Obligations evidenced by the Note, together with interest thereon.

WHEREAS, Mortgagor and Lender now wish to amend, modify and supplement the Existing Acquisitions Mortgage all as more particularly hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Lender hereby covenant and agree as follows:

1. Note. The definition of "Note" in the Existing Acquisitions Mortgage is hereby deleted in its entirety and replaced with reference to the Fifth Amended and Restated Promissory Note of even date herewith evidencing the Loan in such principal amount.

2. Maturity Date. The definition of "Maturity Date" in the Existing Acquisitions Mortgage is hereby deleted in its entirety and replaced with the defined term "Maturity Date" in the Loan Agreement.

3. Certain References.

(a) All references in the Existing Acquisitions Mortgage to the "Loan" shall be deemed to refer to the Loan Arrangement, as defined above, and it may be from time to time further amended, restated, modified, extended or supplemented.

(b) All references in the Existing Acquisitions Mortgage to the "Loan Agreement" shall be deemed to refer to the "Loan Agreement" as defined above, as it may be from time to time further amended, restated, modified, extended or supplemented.

(c) All references in the Existing Acquisitions Mortgage to the "Loan Documents" shall be deemed to refer to the "Loan Documents" as defined above, each as may be from time to time further amended, restated, modified, extended or supplemented.

4. Except as specifically amended hereby, the Existing Acquisitions Mortgage shall remain in full force and effect. Mortgagor hereby ratifies, confirms and reaffirms the terms, conditions and provisions set forth in the Existing Acquisitions Mortgage, as amended hereby, and hereby represents and warrants that, after giving effect to this, except as disclosed to Lender in writing, the representations and warranties contained in the Existing Acquisitions Mortgage are true, correct and complete in all material respects on and as of the date hereof and with the same effect as if made on and as of the date hereof, except to the extent such representation and warranty is made as of a specified date, in which case such representation and warranty shall have been true and correct in all material respects as of such specified date.

5. Mortgagor represents and warrants to Lender that Mortgagor has not as of the date hereof filed for record (pursuant to Florida Statutes 697.04(1)(b)) a notice limiting the maximum amount which may be secured by the Existing Acquisitions Mortgage.

6. Miscellaneous.

(a) Section 13.9 (*Governing Law*) of the Existing Acquisitions Mortgage is hereby incorporated herein by this reference as if set forth in full herein.

(b) This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

(c) This Amendment expresses the entire understanding of the parties with respect to the matters contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(d) Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

(e) Mortgagor warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or counsel to Lender in entering into this Amendment.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Amendment has been executed as of the date first set forth above.

MORTGAGOR:

AGAVE ACQUISITIONS, LLC,
a Florida limited liability company

By: _____
Name: Gregory Schwartz
Title: Authorized Signatory

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

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, by GREG SCHWARTZ, as AUTH-SIGNATORY of **AGAVE ACQUISITIONS, LLC,** a Florida limited liability company, on behalf of said company. He is ☑ personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of MARCH, 2025.

Lisa Anne Katz
Notary Public
State of Florida
Comm# HH126867
Expires 5/5/2025

_____
Notary Public, State of Florida at Large
LISA KATZ
Typed, printed or stamped name of Notary Public

My Commission Expires: 5/5/25

MORTGAGEE:

CITIBANK, N.A., a
national banking association

By: _____
Name: LISA KATZ
Title: AUTHORIZED SIGNER

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of March, 2025 by Lisa Katz, as the Ass't Sec of CITIBANK, N.A., a national banking association, on behalf of the bank, who is ☑ personally known to me or ☐ who produced _____ as identification.

_____
Signature of Notary Public, State of Florida
Print Name: Alexandra Lehson
My Commission Expires: 11/11/26

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ALEXANDRA LEHSON
Commission # HH 320899
Expires November 11, 2026

EXHIBIT A

Legal Description

PARCEL 5

UNIT NUMBERS 100, 245, 400, 410, 420, 430, 500, 510, 520, 530, 2000, 2010, 2020, 2030, PH-IIA, PH-IIB, PH-IIC AND PH-IID, OF KRA TOWER OFFICE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS RECORDED IN OFFICIAL RECORDS BOOK 24557, AT PAGE 1364, AS AFFECTED BY ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375, AS AFFECTED BY AMENDMENT TO THE DECLARATION OF CONDOMINIUM, FILED MAY 1, 2008, IN OFFICIAL RECORDS BOOK 26356, AT PAGE 4025, AS AFFECTED BY AMENDMENT TO DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED MARCH 24, 2009, IN OFFICIAL RECORDS BOOK 26799, AT PAGE 1254, AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED JULY 23, 2010, IN OFFICIAL RECORDS BOOK 27363, AT PAGE 1699, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 6

NON-EXCLUSIVE EASEMENT RIGHTS FOR THE PURPOSES IDENTIFIED IN THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KRA TOWER AND RESIDENCES, RECORDED MAY 23, 2006, IN OFFICIAL RECORDS BOOK 24557, PAGE 1299; AS AFFECTED BY ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375; AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KRA TOWER AND RESIDENCES RECORDED IN OFFICIAL RECORDS BOOK 27363, PAGE 1548 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 8

UNIT NUMBERS 1100 AND 1140, AND UNIT NUMBERS 1150, AND 1160 OF KRA TOWER OFFICE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS RECORDED IN OFFICIAL RECORDS BOOK 24557, AT PAGE 1364, AS AFFECTED BY ASSIGNMENT OF DECLARANTS AND DEVELOPER'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 25580, PAGE 2375, AS AFFECTED BY AMENDMENT TO THE DECLARATION OF CONDOMINIUM, FILED MAY 1, 2008, IN OFFICIAL RECORDS BOOK 26356, AT PAGE 4025, AS AFFECTED BY AMENDMENT TO DECLARATION OF KRA TOWER OFFICE CONDOMINIUM, FILED MARCH 24, 2009, IN OFFICIAL RECORDS BOOK 26799, AT PAGE 1254, AS AFFECTED BY AMENDED AND RESTATED DECLARATION OF KRA TOWER OFFICE

CONDOMINIUM, FILED JULY 23, 2010, IN OFFICIAL RECORDS BOOK 27363, AT PAGE 1699, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUN1Y, FLORIDA.

BankFind Suite Home | Back to Search Results

Citibank, National Association

Download Results

Data as of 07/25/2025

Institution Details | Locations | History | Financials | Other Names

Institution Details

FDIC Insured
Since 01/01/1934

FDIC Cert #
7213

Established
06/16/1812

Bank Charter Class
National Banks, member of the Federal Reserve Systems (FRS)

Primary Federal Regulator
Comptroller of the Currency

Secondary Federal Regulator
CFPB

Corporate Headquarters
5800 S Corporate Pl
Sioux Falls, SD 57108

Primary Website
www.citibank.com

Locations
671 domestic locations: 13 states and 1 territory.
286 in foreign locations.

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
Questions about Bank Information

Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
FDIC Unique Number (UNINUM)	4759
FRB ID (RSS-ID)	476810
FRB ID for Bank Holding Company (RSSDHCR)	1951350
OCC Charter Number (CHARTER)	1461

BUILDING INSPECTION SERVICES

Please reply to:
1942 W. County Road 419, Ste 1010
Oviedo, Florida 32766

Website:
www.BIS-Inspections.com

E-Mail:
Info@BIS-Inspections.com

AREA OFFICES

Miami, Florida
(305) 266-2703
Fax:
(305) 264-5257

Fort Lauderdale, Florida
(954) 564-5227
Fax:
(954) 489-1203

Boca Raton, Florida
(561) 361-9961

West Palm Beach, Florida
(561) 683-7712

Monroe County, Florida
(305) 852-3580

Toll Free:
(800) 255-3317

National Executive Offices
1942 W. County Road 419, Ste 1010
Oviedo, Florida 32766

Date(s) of Inspection:

July 16, 2024

Inspection Report Prepared for:

396 Alhambra, LLC

B.I.S. Case Number:

002/2407/25746

Folio Number:

03-4108-006-2610

Property Inspected:

396 Alhambra Circle
Coral Gables, Florida 33134

City's Exhibit #10

Executive Offices
1942 W. County Road 419, Ste 1010
Oviedo, Florida 32766
Local: (305) 266-2703
Fax: (305) 264-5257
Toll Free: (800) 255-3317
E-Mail: Info@BIS-Inspections.com

BUILDING INSPECTION SERVICES

Date(s) of Inspection:	July 16, 2024
B.I.S. Case Number:	002/2407/25746
Folio Number:	03-4108-006-2610
Address of Property Inspected:	396 Alhambra Circle Coral Gables, Florida 33134
Report Prepared for:	396 Alhambra, LLC

INTRODUCTION

Dear Building Department Official:

In accordance with the Miami-Dade County Code Section 8-11(f), this firm has conducted an inspection of the building located at 396 Alhambra Circle, Coral Gables, Florida 33134. Based on the results of this visual inspection, it is believed that the subject building is Structurally safe for the specified use for continued occupancy.

The findings of my inspection are summarized in the following *Minimum Inspection Procedural Guidelines for Building's Recertification*. This report does not preclude the building from subsequent inspections as deemed necessary by the building official.

Also, in the absence of design drawings and documents, this building has validity, only if loading patterns and conditions remain unchanged from originally designed criteria. Any material change in type and/or magnitude or loading shall warrant a justification to examine load-carrying capability of the affected structural system.

To avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building structure based upon careful evaluation of observed conditions, to the extent reasonably possible.

Should you have any questions or require additional information regarding this report, feel free to contact us.

Respectfully,
Karl F. Lederer
Professional Engineer

REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
11805 SW 26th Street, Miami, Florida 33175
786-315-2000
Miamidade.gov/building

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER: _____

JURISDICTION NAME: _____

LICENSEE NAME: Karl F. Lederer
TITLE: Professional Engineer

ADDRESS: 1942 West County Road, Suite 1010
Oviedo, Florida 32766

SIGNATURE: _____

KARL F. LEDERER LICENSE No. 41971 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Karl F Lederer
Date: 2024.08.12 20:48:35 -04'00'

***Use separate sheets for additional responses by referencing the report r**

1. DESCRIPTION OF BUILDING

a. Name on Title: 396 Alhambra LLC

b. Building Street Address: 396 Alhambra Circle, Coral Gables FL, 33134 (North Bldg) Bldg. #: 1 N

c. Legal Description: CORAL GABLES SEC K PB 8-33 LOTS 1 THRU 10 INCL LESS E0.10FT OF LOT 10 & LOTS 39 THRU 48 INCL LESS E7.38FT OF LOT 39 & PORT OF 20FT ALLEY LYG W OF W/L OF E7 .38FT OF LOT 39 EXT NORTH BLK 27 LOT SIZE IRREGULAR OR 13977-120601892 COC 23794-1355092005 2 Attached: ☐

d. Owner's Name: 396 Alhambra LLC

e. Owner's Mailing Address: 396 Alhambra Circle, 204, Corale Gables, FL 33134

f. Folio Number of Property on which Building is Located: #03-4108-006-2610

g. Building Code Occupancy Classification: B-Business

h. Present Use: Office Building

i. General Description of building (overall description, structural systems, special features):

15-Story Concrete slab and column building with precast exterior wall panels.

j. Number of Stories: 15 k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): Yes

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ✔

m. Additional Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

n. Additions to original structure:
None
o. Total Actual Building Area of all floors: 188,528 S.F.

2. INSPECTIONS

a. Date of Notice of Required Inspection: 1/31/2024
b. Date(s) of actual inspection: 07/16/2024
c. Name. license number, discipline of practice, and qualifications of licensee submitting report:
Karl F. Lederer, Professional Engineer #41971
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
None
e. Are Any Structural Repairs Required? (YES/NO): No
1. If required, describe, and indicate acceptance:
None
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes
1. Explanation/Conditions:
Good Condition
g. Is it recommended that the building be vacated? (YES/NO): No
h. Has the property record been researched for violations or unsafe cases? (YES/NO): No
1. Explanation/Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. SUPPORTING DATA

a. _____ Additional sheets of written data

b. Attached Photographs provided (where required plus each building elevation)

c. _____ Drawings or sketches (aerial, site, footprint, etc.)

d. _____ Test reports

4. FOUNDATION

a. Describe the building foundation:

Concrete slab on grade beams and pile caps on auger piles.

b. Is wood in contact or near soil? (Yes/No): No

c. Signs of differential settlement? (Yes/No): No

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement: PROVIDE PHOTO

None

e. Is water drained away from the foundation? (Yes/No): Yes

f. Is there additional sub-soil investigation required? (Yes/No): No

1. Describe:

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant) PROVIDE PHOTO

1. Bulging: None
2. Settlement: None
3. Deflections: None
4. Expansion: None
5. Contraction: None

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other) PROVIDE PHOTO

Overall structure was in good condition.

c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains. PROVIDE PHOTO

Overall finishes are in good condition. Minor crack on floor tile at 5th floor were building connects to adjacent building. There is minor roof leak at the domed roof terrace.

d. Cracks: Note location in significant members. Identify crack size as **HAIRLINE** if barely discernible; **FINE** if less than 1 mm in width; **MEDIUM** if between 1- and 2-mm width; **WIDE** if over 2 mm. PROVIDE PHOTO

Crack on floor tile was fine.

e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood. PROVIDE PHOTO

None

f. Previous patching or repairs (Provide description and identify location): PROVIDE PHOTO

None

g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)

None

h. Signs of overloading? (Yes/No): No

1. Describe:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)	PROVIDE PHOTO
a. Concrete masonry units: Good	
b. Clay tile or terra cota units: Good (roof tiles)	
c. Reinforced concrete tie columns: Good	
d. Reinforced concrete tie beams: Good	
e. Lintel: Good	
f. Other type bond beams:	PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):	
1. Stucco: Good	
2. Veneer: N/A	
3. Paint only: Good	
4. Other (describe):	
h. Interior masonry finishes (choose those that apply):	PROVIDE PHOTO
1. Vapor barrier: Good	
2. Furring and plaster: N/A	
3. Paneling: N/A	
4. Paint only: Good	
5. Other (describe):	
i. Cracks:	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	
j. Spalling	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: ✔	
2. Minor (patching will suffice): None	
3. Significant (but patching will suffice): None	
4. Significant (structural repairs required) None	
l. Samples chipped out for examination in spalled areas (Yes/No): No	
1. Yes – describe color, texture, aggregate, general quality:	

7. FLOOR AND ROOF SYSTEM

a. Roof (Must provide)

1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
Main roof is flat TPO on concrete slab, Perimeter roof was Tile roof on plywood on Pre-manufactured	
roof trusses	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
Yes, cooling tower	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
Roof drains and over flow drains	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
N/A	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
Prefabricated roof trusses with plywood sheathing with stucco finish- Good condition.	
There were signs of Termites at the wood trusses.	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. Describe roofing membrane/covering and current conditions: PROVIDE PHOTO

Flat roofs had TPO roof in good condition, some minor ponding on roof.

7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection: PROVIDE PHOTO

None

8. Note any expansion joints and condition: PROVIDE PHOTO

None

b. Floor system(s):

1. Describe the floor system at each level, framing, material, typical spans and indicate condition: PROVIDE PHOTO

Concrete elevated slabs and beams- Good Condition

2. Balconies: Indicate location, framing system, material, and condition: PROVIDE PHOTO

concrete balconies- Good Condition. On Penthouse II there were some hair line cracks at the base of the CMU piers.

3. Stairs and escalators: indicate location, framing system, material, and condition: PROVIDE PHOTO

Fire Stairs are concrete and in good condition

4. Ramps: indicate location, framing type, material, and condition: PROVIDE PHOTO

HC ramp in good condition

5. Guardrails: describe type, material, and condition: PROVIDE PHOTO

Aluminum guard rails in good condition.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

Was able to open access panels at roof to see Roof Trusses. All framing was in good conditions with Hurricane strapping. There was evidence of termites at the wood roof truss locations.

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

8. STEEL FRAMING SYSTEM

a. Description of system at each level: PROVIDE PHOTO

Steel framing on roof for cooling tower drainage was in good condition.

b. Steel members: describe condition of paint and degree of corrosion: PROVIDE PHOTO

Any steel framing that was exposed was in good condition.

c. Steel connections: describe type and condition: PROVIDE PHOTO

Any steel framing connections were exposed and were in good condition.

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection: PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location): PROVIDE PHOTO

None

f. Elevator sheave beams and connections, and machine floor beams: note condition: PROVIDE PHOTO

Elevator shaft was not accessible at time of inspection. Elevator machine room was in good condition.

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system: PROVIDE PHOTO

Concrete slabs, beams and columns were in good condition.

b. Cracking

1. Significant or Not significant: None
2. Location and description of members affected and type cracking:

N/A

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

c. General condition

Over all condition was good.

d. Rebar corrosion – check appropriate line

1. None visible: ✔

2. Location and description of members affected and type cracking: PROVIDE PHOTO

N/A

3. Significant but patching will suffice: PROVIDE PHOTO

None

4. Significant: structural repairs required (describe): PROVIDE PHOTO

None

e. Samples chipped out in spall areas:

1. No: ✔ PROVIDE PHOTO

2. Yes, describe color, texture, aggregate, general quality:

N/A

f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection: PROVIDE PHOTO

None visible

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS

a. Windows/Storefronts/Curtainwalls PROVIDE PHOTO

1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):

Fixed aluminum curtain wall and store front.

2. Anchorage: type and condition of fasteners and latches:

Anchors and fasterners were not visible. Latches were in working order

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. Sealant: type and condition of perimeter sealant and at mullions:
Caulk was in good to fair condition.
4. Interiors seals: type and condition at operable vents:
Seals were in good condition
5. General condition:
Over all condition was good.
6. Describe any repairs needed:
None required
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): Yes
1. Previous Inspection Date: Not known
2. Description of Curtain Wall Structural Glazing and adhesive sealant:
ALL caulk was in good to fair condition.
3. Describe Condition of System:
Good
c. Exterior Doors PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):
Aluminum
2. Anchorage: type and condition of fasteners and latches:
Anchors and fasterners were not visible. Latches were in working order
3. Sealant: type and condition of sealant:
Silicon caulk in good/fair condition

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

4. General condition:
None
5. Describe any repairs needed:
None

11. WOOD FRAMING

a. Fully describe wood framing system:	PROVIDE PHOTO
None visible	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
Good	
2. Floors:	
Good	
3. Roof member, roof trusses:	
Roof had wood prefabricated roof trusses. Good condition, however there was evidence of termites.	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
Bolts and strapping was in good condition.	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
Good	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

e. Drainage: note accumulations of moisture	PROVIDE PHOTO
Good some minor ponding on flat roof.	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
No	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
Yes roof trusses	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
None	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
Exterior walls consist of a combination of cmu with decorative stone and stucco, curtain wall and	
storefont.	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
Attachments types were not visible at time on inspection.	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
There appeared to be no distress or settlement at the time of inspection. However there were some hair line cracks on the base	
of the Concrete Masonry Unit Piers at the Penthouse II balconies..	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
On the East side of building there was a one story porte-cochere and at the roof there was a bell tower.	
On the 5th floor there was roof deck with a small domed covered exterior seating area on the roof terrace. The structure was in good condition but there was evidence of a minor roof leak.	
b. Indicate condition of the special feature, its supports, and connections:	
Special feature were in good condition except for minor roof leak at Domed roof at terrace.	

Reset Form

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
11805 SW 26th Street, Miami, Florida 33175
786-315-2000
Miamidade.gov/building

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER: _____

JURISDICTION NAME: _____

LICENSEE NAME: Karl F. Lederer
TITLE: Professional Engineer

ADDRESS: 1942 West County Road, Suite 1010
Oviedo, Florida 32766

SIGNATURE: KARL F. LEDERER LICENSE No. 41971 STATE OF FLORIDA PROFESSIONAL ENGINEER — Digitally signed by Karl F Lederer
Date: 2024.08.12 20:45:51 -04'00'

***Use separate sheets for additional responses by referencing the report nu**

1. DESCRIPTION OF BUILDING

a. Name on Title: 396 Alhambra LLC

b. Building Street Address: 396 Alhambra Circle, Coral Gables FL, 33134 (South Bldg) Bldg. #: 2-S

c. Legal Description: CORAL GABLES SEC K PB 8-33 LOTS 1 THRU 10 INCL LESS E0.10FT OF LOT 10 & LOTS 39 THRU 48 INCL LESS E7.38FT OF LOT 39 & PORT OF 20FT ALLEY LYG W OF W/L OF E7.38FT OF LOT 39 EXT NORTH BLK 27 LOT SIZE IRREGULAR OR 13977-1206 0189 2 COC 23794-1355 09 2005 2 Attached: ☐

d. Owner's Name: 396 Alhambra LLC

e. Owner's Mailing Address: 396 Alhambra Circle, 204, Corale Gables, FL 33134

f. Folio Number of Property on which Building is Located: #03-4108-006-2610

g. Building Code Occupancy Classification: B-Business

h. Present Use: Office Building

i. General Description of building (overall description, structural systems, special features):

7-Story Concrete waffle slab and concrete column building with precast exterior wall panels.

j. Number of Stories: 7 k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): Yes

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☑

m. Additional Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

n. Additions to original structure:
None
o. Total Actual Building Area of all floors: 96,376 S.F.

2. INSPECTIONS
a. Date of Notice of Required Inspection: 1/31/20024
b. Date(s) of actual inspection: 07/16/2024
c. Name. license number, discipline of practice, and qualifications of licensee submitting report:
Karl F. Lederer, Professional Engineer #41971
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
None
e. Are Any Structural Repairs Required? (YES/NO): No
1. If required, describe, and indicate acceptance:
None
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes
1. Explanation/Conditions:
Good Condition
g. Is it recommended that the building be vacated? (YES/NO): No
h. Has the property record been researched for violations or unsafe cases? (YES/NO): No
1. Explanation/Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. SUPPORTING DATA

a. _____ Additional sheets of written data

b. Attached Photographs provided (where required plus each building elevation)

c. _____ Drawings or sketches (aerial, site, footprint, etc.)

d. _____ Test reports

4. FOUNDATION

a. Describe the building foundation:

Concrete slab on grade breams and pile caps on auger piles.

b. Is wood in contact or near soil? (Yes/No): No

c. Signs of differential settlement? (Yes/No): No

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement: PROVIDE PHOTO

None

e. Is water drained away from the foundation? (Yes/No): Yes

f. Is there additional sub-soil investigation required? (Yes/No): No

1. Describe:

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant) PROVIDE PHOTO

1. Bulging: None
2. Settlement: None
3. Deflections: None
4. Expansion: None
5. Contraction: None

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
Overall structure was in good condition.	

c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
Overall finishes are in good condition.	

d. Cracks: Note location in significant members. Identify crack size as **HAIRLINE** if barely discernible; **FINE** if less than 1 mm in width; **MEDIUM** if between 1- and 2-mm width; **WIDE** if over 2 mm.	PROVIDE PHOTO
Crack on walls was fine.	

e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
None	

f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
None	

g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)
None

h. Signs of overloading? (Yes/No): No
1. Describe:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)	PROVIDE PHOTO
a. Concrete masonry units: Good	
b. Clay tile or terra cota units: N/A	
c. Reinforced concrete tie columns: Good	
d. Reinforced concrete tie beams: Good	
e. Lintel: Good	
f. Other type bond beams:	PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):	
1. Stucco: Good	
2. Veneer: N/A	
3. Paint only: Good	
4. Other (describe):	
h. Interior masonry finishes (choose those that apply):	PROVIDE PHOTO
1. Vapor barrier: Good	
2. Furring and plaster: N/A	
3. Paneling: N/A	
4. Paint only: Good	
5. Other (describe):	
i. Cracks:	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	
j. Spalling	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: ✔	
2. Minor (patching will suffice): None	
3. Significant (but patching will suffice): None	
4. Significant (structural repairs required) None	
l. Samples chipped out for examination in spalled areas (Yes/No): No	
1. Yes – describe color, texture, aggregate, general quality:	

7. FLOOR AND ROOF SYSTEM

a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
Main roof is flat TPO on concrete slab in good condition.	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
Yes, cooling tower	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
Roof drains and over flow drains	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
N/A	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
N/A	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
Flat roofs had TPO roof in good condition, some minor ponding on roof.	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
None	
8. Note any expansion joints and condition:	PROVIDE PHOTO
None	
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
Concrete elevated waffle slabs and concrete columns- Good Condition	
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
N/A	
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
Fire Stairs are concrete and in good condition	
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
HC ramp in good condition	
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
Aluminum guard rails in good condition.	
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
Concrete elevated slab exposed due to renovation and in good condition.	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

8. STEEL FRAMING SYSTEM

a. Description of system at each level: PROVIDE PHOTO

Steel framing on roof for cooling tower and central system was in good condition.

b. Steel members: describe condition of paint and degree of corrosion: PROVIDE PHOTO

Any steel framing that was exposed was in good condition with minor surface corrosion.

c. Steel connections: describe type and condition: PROVIDE PHOTO

Any steel framing connections exposed were in good condition.

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection: PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location): PROVIDE PHOTO

None

f. Elevator sheave beams and connections, and machine floor beams: note condition: PROVIDE PHOTO

Elevator shaft was not accessible at time of inspection. Elevator equipment room was in good condition.

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system: PROVIDE PHOTO

Concrete slabs, beams and columns were in good condition.

b. Cracking

1. Significant or Not significant: None
2. Location and description of members affected and type cracking:

N/A

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

c. General condition

Overall condition was good with surface corrosion at bolts on metal plates at columns on rooftop.

d. Rebar corrosion – check appropriate line

1. None visible: ✔

2. Location and description of members affected and type cracking: PROVIDE PHOTO

N/A

3. Significant but patching will suffice: PROVIDE PHOTO

None

4. Significant: structural repairs required (describe): PROVIDE PHOTO

None

e. Samples chipped out in spall areas:

1. No: ✔ PROVIDE PHOTO

2. Yes, describe color, texture, aggregate, general quality:

N/A

f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection: PROVIDE PHOTO

None vislble.

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS

a. Windows/Storefronts/Curtainwalls PROVIDE PHOTO

1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):

Fixed aluminum curtain wall and store front.

2. Anchorage: type and condition of fasteners and latches:

Anchors and fasteners were not visible. Latches were in working order

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. Sealant: type and condition of perimeter sealant and at mullions:
Caulk was in good to fair condition.
4. Interiors seals: type and condition at operable vents:
Seals where in good condition
5. General condition:
Overall condition was good.
6. Describe any repairs needed:
None required
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): Yes
1. Previous Inspection Date: Not known
2. Description of Curtain Wall Structural Glazing and adhesive sealant:
ALL caulking was in good to fair condition.
3. Describe Condition of System:
Good
c. Exterior Doors PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):
Aluminum
2. Anchorage: type and condition of fasteners and latches:
Anchors and fasteners were not visible. Latches were in working order
3. Sealant: type and condition of sealant:
Silicon caulking in good/fair condition

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

4. General condition:
None
5. Describe any repairs needed:
None

11. WOOD FRAMING

a. Fully describe wood framing system:	PROVIDE PHOTO
None	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
None	
2. Floors:	
None	
3. Roof member, roof trusses:	
None	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
None	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
None	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

e. Drainage: note accumulations of moisture	PROVIDE PHOTO
Good some minor ponding on flat roof.	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
None	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
None	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
None	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
Exterior walls consist of a combination of cmu with stucco, precast concrete panel wall and	
storefont.	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
Attachments types were not visible at time on inspection.	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
There appeared to be no distress or settlement at the time of inspection.	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
None	
b. Indicate condition of the special feature, its supports, and connections:	
None	

Reset Form

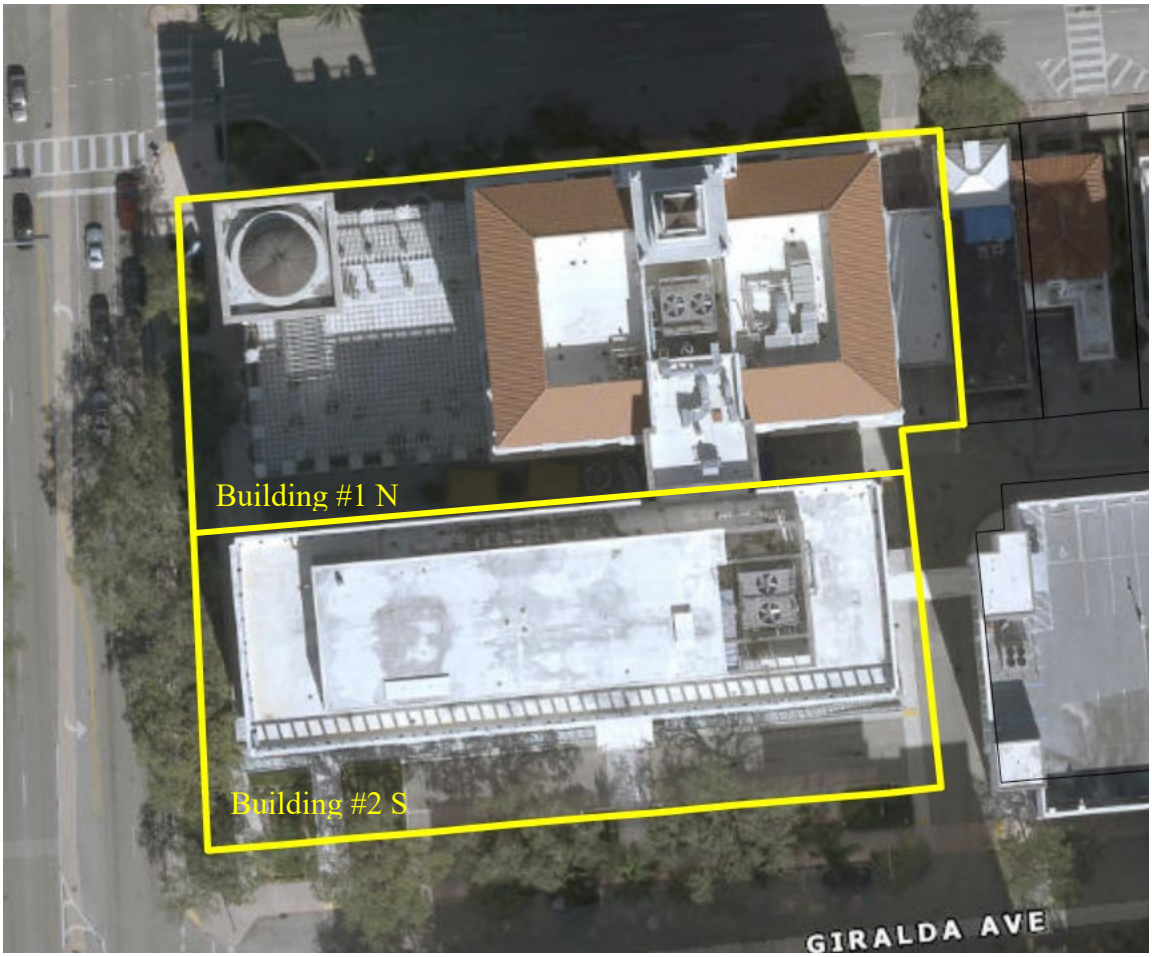
Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

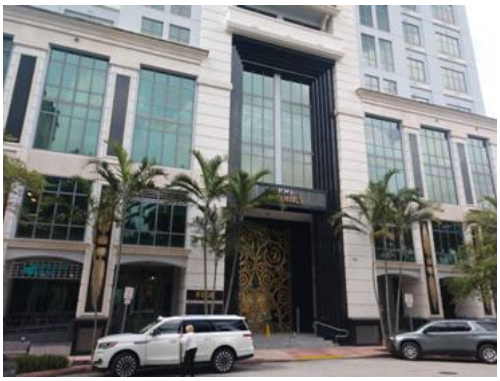
GENERAL

Legal Description

CORAL GABLES SEC K PB 8-33 LOTS 1 THRU 10 INCL LESS E0.10FT OF LOT 10 & LOTS 39 THRU 48 INCL LESS E7.38FT OF LOT 39 & PORT OF 20FT ALLEY LYG W OF W/L OF E7.38FT OF LOT 39 EXT NORTH BLK 27 LOT SIZE IRREGULAR OR 13977-1206 0189 2 COC 23794-1355 09 2005 2

Aerial Image

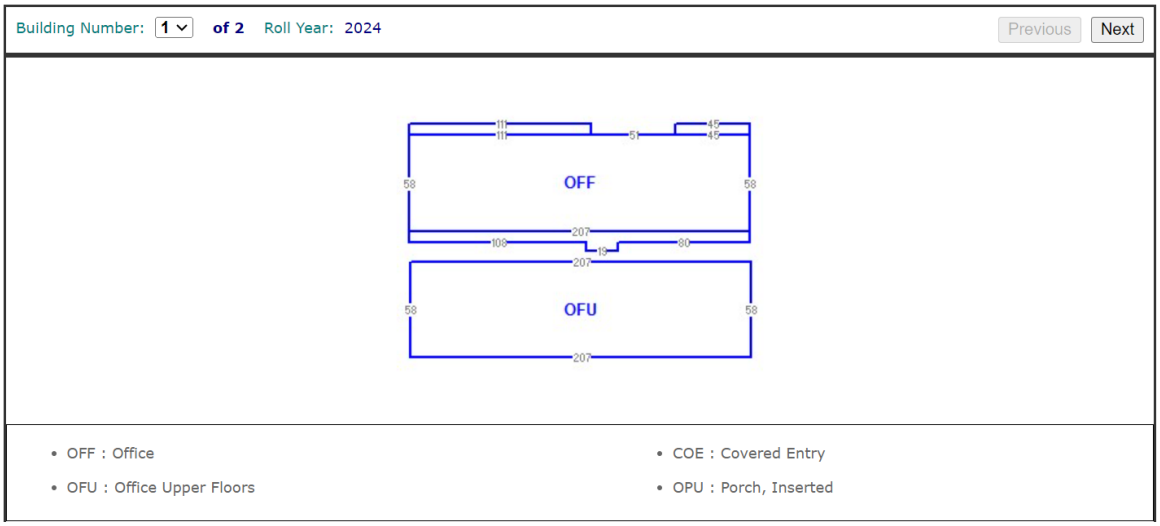




View of Building #1N north elevation

View of Building #2S south elevation

Building Sketch

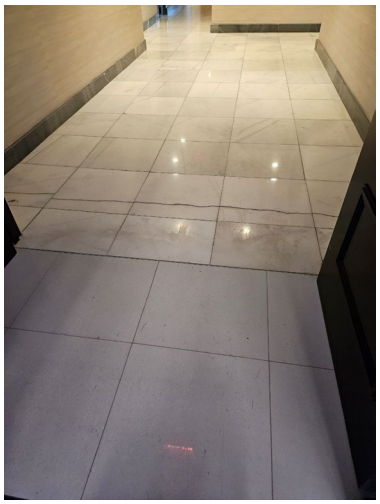


STRUCTURAL SUMMARY

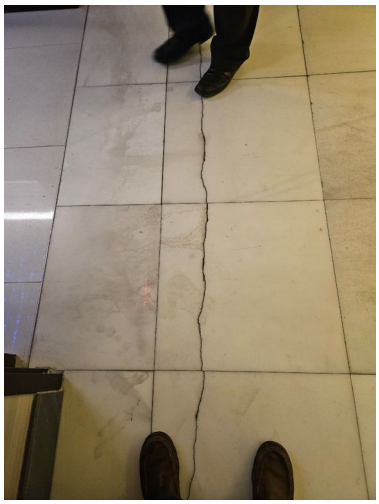
Present Condition of Overall Structure (Building #1N)

Surface Conditions

Notation: There was an open cold joint observed on the fifth-floor transition from the new building to older building which has caused the tile surface to crack.



View of crack tile observed on tile surface at the fifth-floor transition from older building



View of crack observed on tile surface at the fifth-floor transition from older building

- There are signs of moisture penetration and stains observed below the domed roof on terrace which should be corrected.

View of moisture penetration evidence observed below domed roof on the terrace section

Masonry Bearing Wall (Building #2S)

View of exposed masonry bearing wall

Floor and Roof System (Building #1N)

Poured Concrete Floor System

- There are hairline cracks at the base of the concrete masonry unit piers on 11 penthouse balconies.

View of typical hairline cracks observed at balcony base of piers

View of poured concrete floor system on each level floor

Single-Ply Membrane Roofing System

View of ponding water condition observed neat drain flange

View of ponding water condition observed on roof surface

General view of roofing system

General view of roofing system

General view of roofing system

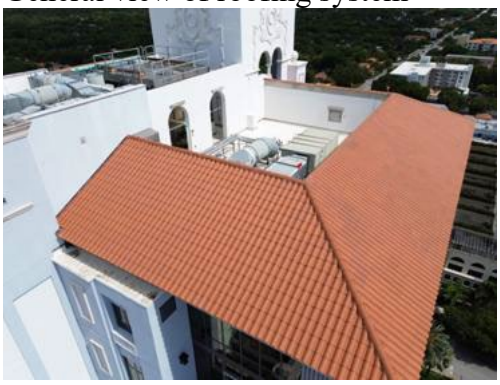
Spanish "S" Tile Roofing System

General view of roofing system

General view of roofing system

General view of roofing system

General view of roofing system



General view of roofing system

Metal Roofing System (North Building Terrace)

General view of roofing system

General view of roofing system

General view of roofing system

General view of roofing system

Floor and Roof System (Building #2S)

Stairway

General view of stairway

Single-Ply Membrane Roofing System

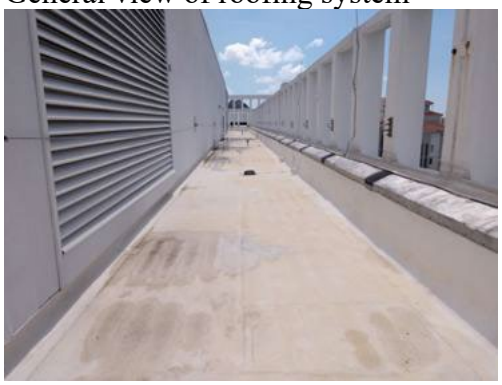
View of ponding water condition observed on the north field

Another view of ponding water condition observed on the north field

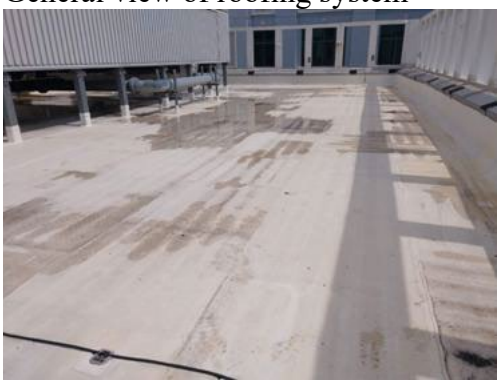
General view of roofing system

General view of roofing system

General view of roofing system



General view of roofing system



General view of roofing system

Steel Framing System (Building #2S)

General view of elevator equipment room

View of minor corrosion observed on the steel at the north side of roof section

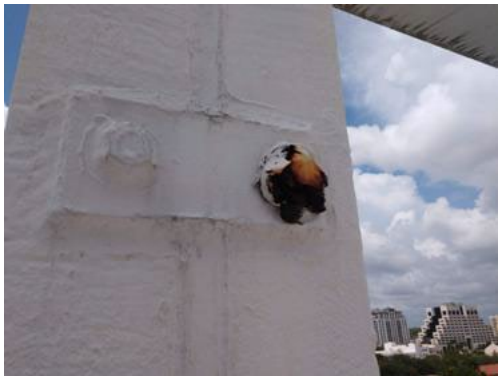
Concrete Framing System (Building #1N)

View of bell tower concrete framing system

Concrete Framing System (Building #2S)

Notation: There are corroded bolts on the metal connecting plates attached to the precast roof panel at the roof top which should be serviced in the near future.

View of typical corroded bolts on the precast roof panel



Closer view of typical corroded bolts on the precast roof panel

View of typical precast panel

View of waffle slab for ceiling in each floor level

Windows, Storefronts, Curtainwalls, and Exterior Doors (Building #1N)

View of glass etching with Miami Dade County Product Approved

Windows, Storefronts, Curtainwalls, and Exterior Doors (Building #2S)

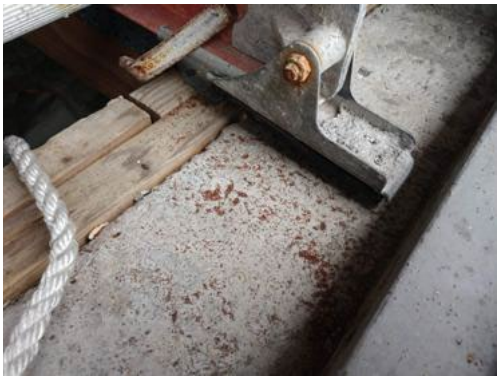
View of glass etching with Miami Dade County Product Approved

Wood Framing (Building #1N)

Roof Member, Roof Trusses

General view of roof trusses

General view of roof trusses



View of Drywood termite evidence observed on the roof trusses entry/access opening

Building Façade (Building #1N)

General view of bell tower

General view of bell tower

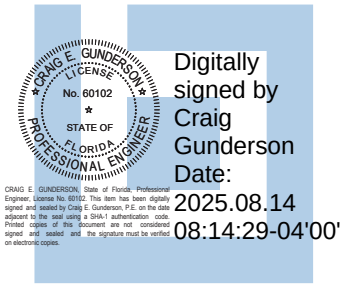
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
11805 SW 26th Street, Miami, Florida 33175
786-315-2000
Miamidade.gov/building

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

JURISDICTION NAME:

City of Coral Gables



LICENSEE NAME: Craig Gunderson

TITLE: President/Owner, PE #60102

ADDRESS: 4161 Tamiami Trail
Port Charlotte, FL 33952

SIGNATURE: Craig E. Gunderson

***Use separate sheets for additional responses by referencing the report section number.**

1. DESCRIPTION OF BUILDING

a. Name on Title: 396 Alhambra LLC

b. Building Street Address: 396 Alhambra Cir. Coral Gables, FL 33134 Bldg. #:

c. Legal Description: Attached: ☑

d. Owner's Name: 396 Alhambra LLC

e. Owner's Mailing Address: 396 Alhambra Cir. 204 Coral Gables, FL 33134

f. Folio Number of Property on which Building is Located: 03-4108-006-2610

g. Building Code Occupancy Classification: 304.1 Business Group B

h. Present Use: 1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING

i. General Description of building (overall description, structural systems, special features):

16 story office building, concrete construction with flat roof. building is two towers connected in the middle.

j. Number of Stories: 16 k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): Yes

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☑

m. Additional Comments:

N/A

2. INSPECTIONS

a. Date of Notice of Required Inspection: Unknown

b. Date(s) of actual inspection: 7/16/2024

c. Name and qualifications of licensee submitting report:

Craig Gunderson as a professional engineer in the state of Florida with electrical knowledge and background for over 15 years.

d. Are Any Electrical Repairs Required? (YES/NO): No

1. If required, describe, and indicate acceptance:

N/A

e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes

1. Explanation/Conditions:

N/A

3. ELECTRICAL SERVICE

PROVIDE PHOTO 3

a. Size: Voltage (480) Amperage (4000) Type: Fuses ( ) Breakers (X)

b. Phase: Three-Phase (◉) Single Phase (○)

c. Condition: Good (◉) Fair (○) Needs Repair (○)

Comments:

South tower - Main disconnect, 2000Amp. North tower - Main disconnect, 4000Amp. Chiller main disconnect, 1200Amp.

4. METERING EQUIPMENT

PROVIDE PHOTO 4

1. Clearances: Good (◉) Fair (○) Needs Correction (○)

Comments:

N/A

5. ELECTRIC ROOMS	Not Applicable: ☐	PROVIDE PHOTO 5
1. Clearances:	Good (◉) Fair (○) Needs Correction (○)	
Comments:		
N/A		

6. GUTTERS	Not Applicable: ☐	PROVIDE PHOTO 6
1. Location:	Good (◉) Needs Repair (○)	
2. Taps and Fill:	Good (◉) Needs Repair (○)	
Comments:		
N/A		

7. ELECTRICAL PANELS		**PROVIDE PHOTO 7**
1. Panel # (1-4)	Location: Chiller room	
	Good (◉) Needs Repair (○)	
2. Panel # (1-50)	Location: South tower	
	Good (◉) Needs Repair (○)	
3. Panel # (1-61)	Location: North tower	
	Good (◉) Needs Repair (○)	
4. Panel # ( )	Location:	
	Good (○) Needs Repair (○)	
5. Panel # ( )	Location:	
	Good (○) Needs Repair (○)	
Use separate sheets for additional panels.		

Comments:
N/A

8. BRANCH CIRCUITS (Exiting panel enclosure)

PROVIDE PHOTO 8

1. Identified: Yes (●) Must be Identified (○)
2. Conductors: Good (●) Deteriorated (○) Must be Replaced (○)

Comments:
No issues observed

9. GROUNDING OF SERVICE

PROVIDE PHOTO 9

Good (●) Needs Repair (○)

Comments:
N/A

10. BRANCH CIRCUIT EQUIPMENT GROUNDING SYSTEM

PROVIDE PHOTO 10

Good (●) Needs Repair (○)

Comments:
N/A

11. SERVICE CONDUIT/RACEWAYS	PROVIDE PHOTO 11
Good (◉) Needs Repair (○)	
Comments:	
N/A	

12. GENERAL CONDUIT/RACEWAYS	PROVIDE PHOTO 12
Good (◉) Needs Repair (○)	
Comments:	
N/A	

13. WIRE AND CABLES	PROVIDE PHOTO 13
Good (◉) Needs Repair (○)	
Comments:	
N/A	

14. BUSWAYS	Not Applicable: ☐	PROVIDE PHOTO 14
Good (◉) Needs Repair (○)		
Comments:		
N/A		

15.THERMOGRAPHY INSPECTION RESULTS	Not Applicable: ☐	PROVIDE PHOTO 15
Design Professional to summarize results below. Attach thermography report by certified thermographer.		
Are there any anomalies reported in the thermography report? (Yes/No): No		
Comments: N/A		

16.OTHER CONDUCTORS	PROVIDE PHOTO 16
Good (○) Needs Repair (○)	
Comments:	
N/A	

17.TYPES OF WIRING METHODS				PROVIDE PHOTO 17
1. Conduit Raceways Metallic:	Good (●)	Needs Repair (○)	N/A (○)	
2. Conduit PVC:	Good (○)	Needs Repair (○)	N/A (●)	
3. NM Cable:	Good (○)	Needs Repair (○)	N/A (●)	
4. Other Conductors/Cables:	Good (○)	Needs Repair (○)	N/A (●)	
a. Other Conductors/Cables (Specify):				
Comments:				
N/A				

18.EMERGENCY LIGHTING			PROVIDE PHOTO 18
Good (●)	Needs Repair (○)	N/A (○)	
Comments:			
N/A			

19.BUILDING EGRESS ILLUMINATION	PROVIDE PHOTO 19
Good (◉) Needs Repair (○) N/A (○)	
Comments:	
N/A	

20.FIRE ALARM SYSTEM	PROVIDE PHOTO 20
Good (◉) Needs Repair (○) N/A (○)	
Comments:	
N/A	

21.SMOKE DETECTORS (Part of a fire alarm system only) Not Applicable: ☐	PROVIDE PHOTO 21
Good (◉) Needs Repair (○) N/A (○)	
Comments:	
N/A	

22.EXIT LIGHTS	PROVIDE PHOTO 22
Good (◉) Needs Repair (○) N/A (○)	
Comments:	
N/A	

23.EMERGENCY GENERATOR	PROVIDE PHOTO 23
Good (◉) Needs Repair (○) N/A (○)	
Comments:	
N/A	

24.WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS	PROVIDE PHOTO 24
Good (○) Requires Additional Illumination(○) N/A (◉)	
Comments:	
N/A	

25.OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION	PROVIDE PHOTO 25
Good (○) Requires Additional Illumination(○) N/A (◉)	
Comments:	
N/A	

26.SWIMMING POOL WIRING	PROVIDE PHOTO 26
Good (○) Needs Repair (○) N/A (◉)	
Comments:	
N/A	

27. WIRING TO MECHANICAL EQUIPMENT

PROVIDE PHOTO 27

Good (●) Needs Repair (○) N/A (○)

Comments:

No issues observed

28. UNDERGROUND OR LOWER-LEVEL PARKING GARAGES

N/A: ☑

PROVIDE PHOTO 28

CHECKLIST ITEMS TO CONFIRM OR CONSIDER FOR UNDERGROUND PARKING GARAGE:

Number of Levels Below Grade Plane:

A. Are the sump pumps operational? Select: (Yes/Need Repair/N/A)

Explanation:

B. If the elevator(s) travel below grade plane:

1. Are they programmed to return to a level at or above BFE plus freeboard:

   Select: (Yes, No, Needs Repair, Will Retrofit):

Explanation:

2. Are they equipped with sensors that prevent the cab from descending into a flooded hoistway?

   Select: (Yes, No, Needs Repair, Will Retrofit):

Explanation:

C. Are the branch electrical circuits feeding devices below grade plane protected by a Ground Fault Circuit Interrupter (GFCI) breaker?

   Select: (Yes, No, Needs Repair, Will Retrofit):

Explanation:

29. GENERAL ADDITIONAL COMMENTS

None

Reset Form

BUILDING INSPECTION SERVICES

Please reply to:
1942 West County Road 419, Ste 1010
Oviedo, Florida 32766

Website:
www.BIS-Inspections.com

E-Mail:
Info@BIS-Inspections.com

AREA OFFICES

Miami, Florida
(305) 266-2703
Fax:
(305) 264-5257

Fort Lauderdale, Florida
(954) 564-5227
Fax:
(954) 489-1203

Boca Raton, Florida
(561) 361-9961

West Palm Beach, Florida
(561) 683-7712

Monroe County, Florida
(305) 852-3580

Toll Free:
(800) 255-3317

National Executive Offices
1942 West County Road 419, Ste 1010
Oviedo, Florida 32766

June 28, 2024

City of Coral Gables
City Hall
405 Biltmore Way
Coral Gables, Fl. 33134

Re: 396 Alhambra Circle
Coral Gables, Fl. 33134
BIS Case #002/2403/25746
Folio #03-4108-006-2610

Dear Building Official,

R & S Engineering & Inspections, Inc. has performed a preliminary Electrical and Structural evaluation of the building at the above referenced address in accordance with Miami Dade County Code, Chapter 8, section 8-11(f).

A preliminary visual inspection was conducted to determine whether the building is electrically safe for continued use and occupancy during the repair and recertification process. **Based upon our initial review it is believed that the building is electrically and structurally safe for continued use and occupancy.**

On behalf of the owner, we are formally requesting an extension of 60 days for the completion of the site inspection and recertification report. **It is our belief that the building is electrically and structurally safe and may continue to be occupied while undergoing this recertification process.**

Thank you in advance for your cooperation and please contact us directly if there are any issues with our request.

Respectfully,

Edward J Goodwin

Digitally signed by Edward J Goodwin
DN: E=goodarchinc@yahoo.com, CN=Edward J Goodwin, O="Goodwin Architects, Inc.", SERIALNUMBER=AATL20230717306561, L=Ardmore, S=Pennsylvania, C=US
Location:
Reason: I am approving this document
Date: 2024.06.28 12:49:34-04'00'

Edward J. Goodwin, AIA, LEED AP, NCARB
License AR97988

STATE OF FLORIDA
EDWARD J GOODWIN
AR97988
REGISTERED ARCHITECT

Note: This Letter has been electronically signed and sealed by Edward J. Goodwin,. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

Regulatory and Economic Resources
11805 SW 26th Street
Miami, FL 33175-2474
786-315-2000
RER-40YR@miamidade.gov

miamidade.gov/building

CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION STANDARDS IN CHAPTER 8C-3 OF THE CODE OF MIAMI-DADE COUNTY

Date: July 16, 2024

Case No. RECT-24-07-0362

Property Address: 396 Alhambra Circle, Coral Gables, Fl, Bldg. No.: 1N & 2S, Sq. Ft.: 284,904

Folio Number: 03-4108-006-2610

Building Description: Office Building

1. I am a Florida registered professional ☐ engineer ■ architect with an active license.
This property does not contain a parking lot, nor does it provide on-site parking of any kind. Therefore, the Illumination Worksheet as required by Miami-Dade Code Section 8C-3 is not applicable to this recertification.

2. ~~On, 20 _____ at _____ ☐ AM ☐ PM, I measured the level of illumination in the parking lot(s) serving the above referenced building.~~

3. ~~Maximum _____ foot candle~~
~~Minimum _____ foot candle~~
~~Maximum to Minimum Ratio _____ : _____, foot candle~~

4. ~~The level of illumination provided in the parking lot ☐ meets ☐ does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of Miami-Dade County Code.~~

Edward J Goodwin

Digitally signed by Edward J Goodwin
DN: E=goodarchinc@yahoo.com, CN=Edward J Goodwin, O="Goodwin Architects, Inc.", SERIALNUMBER=AATL20240521350371, L=Ardmore, S=Pennsylvania, C=US
Location:
Reason: I am approving this document
Date: 2025.08.05 06:34:13-04'00'

~~Signature~~ and Seal of Professional

Edward J Goodwin
Print Name Engineer or Architect

Regulatory and Economic Resources
11805 SW 26th Street
Miami, Florida 33175-2474
786-315-2000

miamidade.gov/building

CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS

Re: Case No. RECT-24-07-0362 FYear 1964

Property Address: 396 Alhambra Circle, Coral Gablesi, Fl , Bldg. No.: 1N & 2S , Sq. Ft.: 284,904

Building Description: Office Building

I am a Florida registered professional ☐ engineer ■ architect with an active license.

On 7/16 2024, I inspected the property at the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

■ ~~The parking lot(s) is not adjacent to or abutting a canal, lake, or other body of water~~. This property does not contain a parking lot, nor does it provide on-site parking of any kind. Therefore the guardrails Certification Worksheet as required by Miami-Dade County Code Section 8C-6 is not applicable to this recertification.

☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami- Dade County Code.

☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles **are not** protected by a guardrail that complies with Section 8C-6 of Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.

Edward J Goodwin

Digitally signed by Edward J Goodwin
DN: E=goodarchinc@yahoo.com, CN=Edward J Goodwin, O="Goodwin Architects, Inc.", SERIALNUMBER=AATL20240521350371, L=Ardmore, S=Pennsylvania, C=US
Location:
Reason: I am approving this document
Date: 2025.07.31 19:42:51-04'00'

Signature and Seal of Architect or Engineer

STATE OF FLORIDA
EDWARD J GOODWIN
AR97988
REGISTERED ARCHITECT

Edward J Goodwin

Print Name

July 31 2025

Date

FLORIDA ENGINEERING

Florida Engineering LLC
4161 Tamiami Trail, Suite 101, Port Charlotte, FL 33952-9204
www.fleng.com | Phone: (941) 391-5980
License Number #30782, #60102

September 11, 2025

Re: 396 Alhambra LLC
396 Alhambra Circle
Coral Gables, Fl. 33134

To City of Coral Gables
Manuel Lopez

This letter is to certify to the Owner of the subject property and the City of Coral Gables, that the subject building has been inspected part of the building re-certification effort by a certified building inspector and/or Engineer of Florida Engineering, and that the building is electrically safe for the specified use for continued occupancy in accordance with the Miami-Dade recertification guidelines.

"As a routine matter, in order to avoid possible misunderstanding, nothing in this letter should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this letter represents an accurate appraisal of the present condition of the existing building upon visual inspection and evaluation of observed conditions, to the extent reasonably possible."

Please let me know if you have any questions or concerns.

Thank you.

Craig Gunderson, PE
PE #60102

CRAIG E. GUNDERSON LICENSE No. 60102 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Craig Gunderson
Date: 2025.09.11 13:02:45-04'00'

CRAIG E. GUNDERSON, State of Florida, Professional Engineer, License No. 60102. This item has been digitally signed and sealed by Craig E. Gunderson, P.E. on the date adjacent to the seal using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

CRAIG E. GUNDERSON LICENSE No. 60102 STATE OF FLORIDA PROFESSIONAL ENGINEER

CRAIG E. GUNDERSON, State of Florida, Professional Engineer, License No. 60102. This item has been digitally signed and sealed by Craig E. Gunderson, P.E. on the date adjacent to the seal using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

Digitally signed by Craig E Gunderson
Date: 2024.08.13 12:11:06-04'00'

PHOTO 1

BUILDING IDENTIFICATION

PHOTO 2

N/A

PHOTO 3

ELECTRICAL SERVICE

PHOTO 4

METERING EQUIPEMNT

PHOTO 5

ELECTRICAL ROOMS

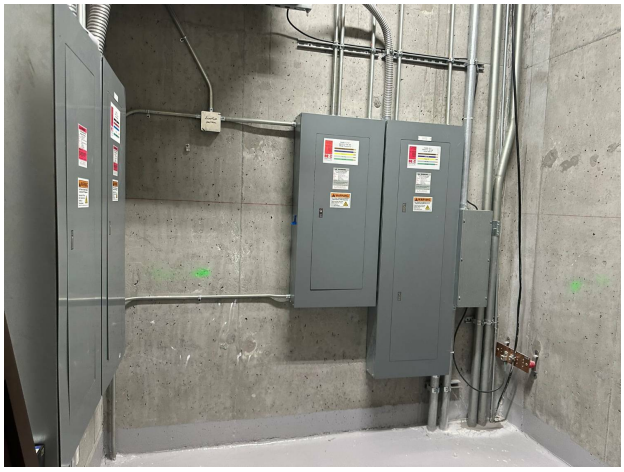


PHOTO 6

GUTTERS

PHOTO 7

ELECTRICAL PANELS

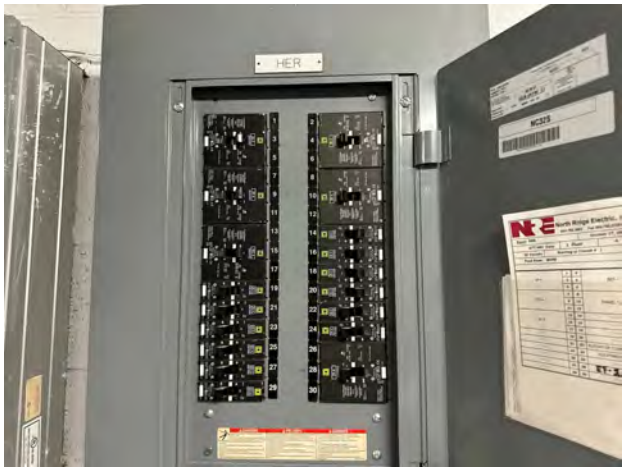


PHOTO 8

BRANCH CIRCUITS (EXISTING PANEL ENCLOSURES)

PHOTO 9

GROUNDING OF SERVICE

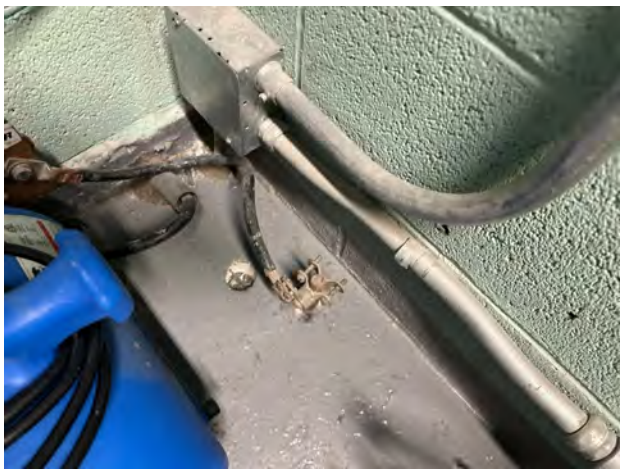


PHOTO 10

BRANCH CIRCUIT EQUIPMENT GROUNDING SYSTEM

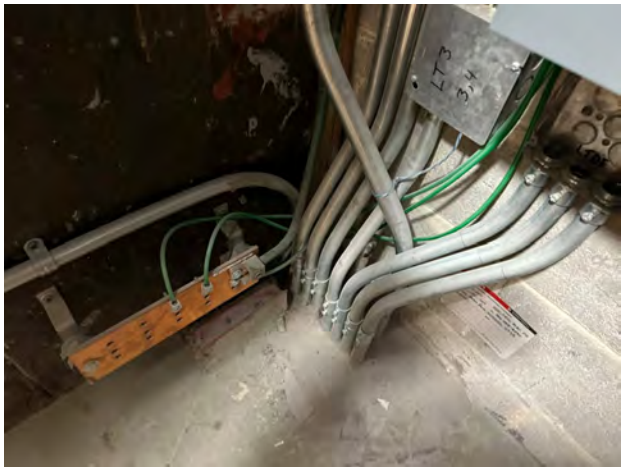


PHOTO 11

SERVICE CONDUITS/RACEWAYS

PHOTO 12

GENERAL CONDUITS/RACEWAYS

PHOTO 13

WIRE AND CABLES

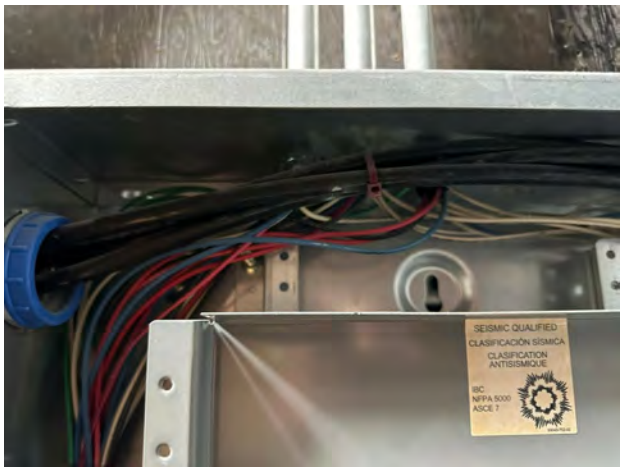


PHOTO 14

BUSWAYS

PHOTO 15

THERMOGRAPHY INSPECTION RESULTS

See separate thermography report

PHOTO 16

OTHER CONDUCTORS

N/A

PHOTO 17

TYPES OF WIRING METHODS

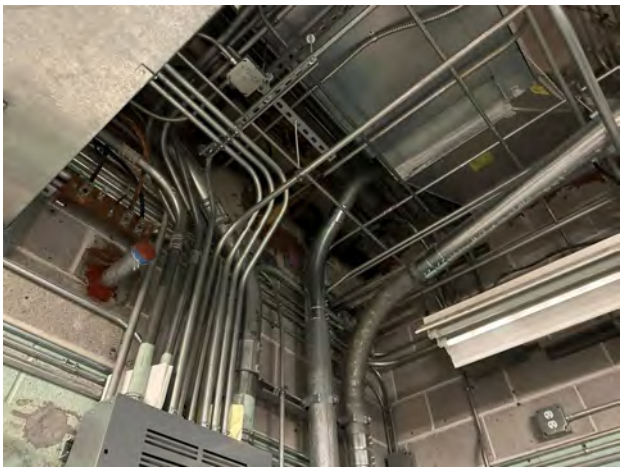


PHOTO 18

EMERGENCY LIGHTING

PHOTO 19

BUILDING EGRESS ILLUMINATION

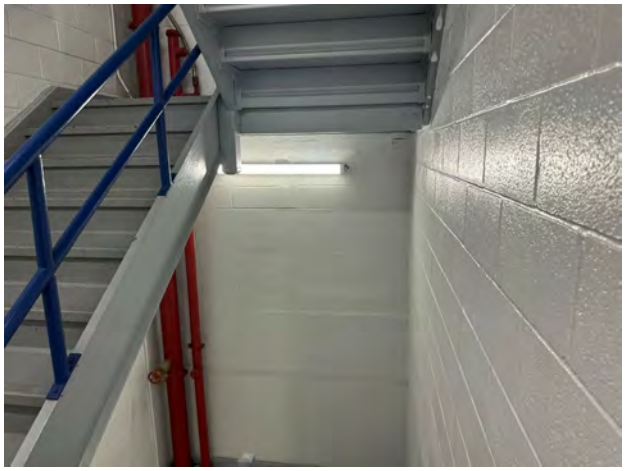


PHOTO 20

FIRE ALARM SYSTEM

PHOTO 21

SMOKE DETECTORS (Part of fire alarm system only)

PHOTO 22

EXIT LIGHTS

PHOTO 23

EMERGENCY GENERATOR

PHOTO 24

PARKING IN OPEN OR UNDER COVER PARKING GARAGE

N/A

PHOTO 25

PARKING GARAGE AND EGRESS ILLUMINATION

N/A

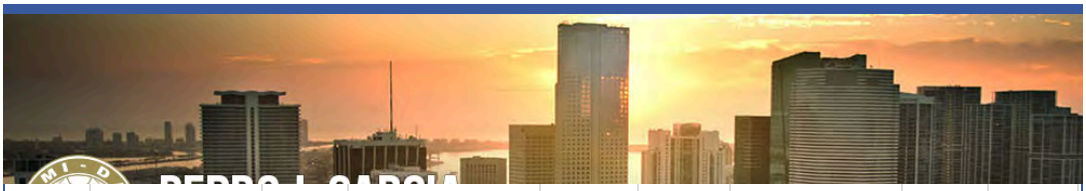
PHOTO 26

SWIMING POOL WIRING

N/A

PHOTO 27

WIRING TO MECHANICAL EQUIPEMNT



PROPERTY INFORMATION

Folio: 03-4108-006-2610

Sub-Division:
CORAL GABLES SEC K

Property Address
396 ALHAMBRA CIR

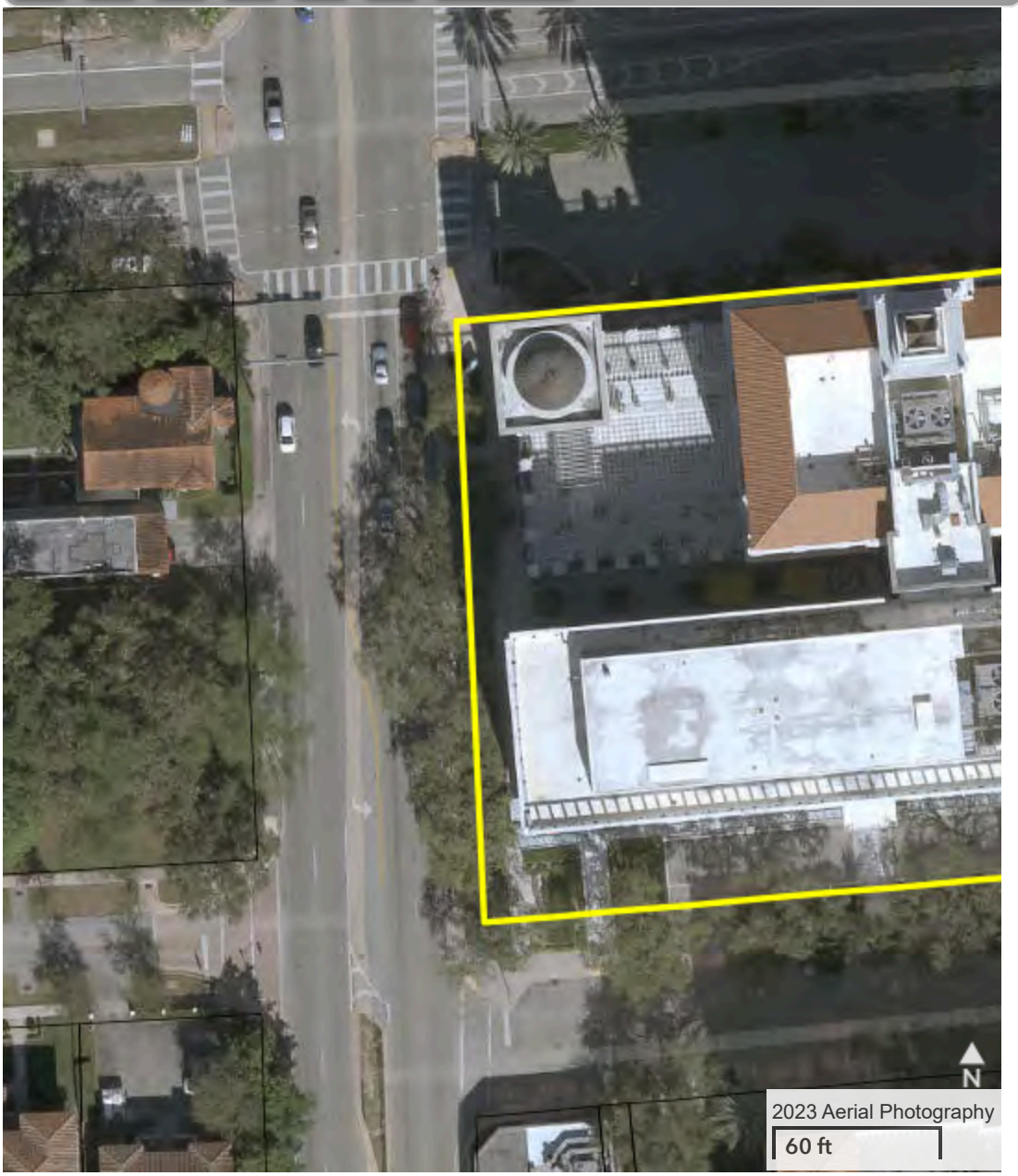
Owner
396 ALHAMBRA LLC

Mailing Address
396 ALHAMBRA CIRCLE 204
CORAL GABLES, FL 33134

PA Primary Zone
5003 MIXED-USE

Primary Land Use
1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING

Beds / Baths /Half	0 / 0 / 0
Floors	15
Living Units	0
Actual Area	284,904 Sq.Ft
Living Area	284,904 Sq.Ft
Adjusted Area	278,756 Sq.Ft
Lot Size	54,047 Sq.Ft
Year Built	Multiple (See Building Info.)



Featured Online Tools

Comparable Sales	Glossary	PA Additional Online Tools
Property Record Cards	Property Search Help	Property Taxes
Report Discrepancies	Report Homestead Fraud	Special Taxing Districts and Other Non-Ad valorem Assessments
Tax Comparison	Tax Estimator	TRIM Notice
Value Adjustment Board	Tax Visualizer	

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$16,214,100	$13,511,750	$11,890,340
Building Value	$55,285,900	$39,500,000	$39,500,000
Extra Feature Value	$0	$0	$0

Market Value	$71,500,000	$53,011,750	$51,390,340
Assessed Value	$58,312,925	$53,011,750	$51,390,340

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$58,312,925	$53,011,750	$51,390,340
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$71,500,000	$53,011,750	$51,390,340
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$58,312,925	$53,011,750	$51,390,340
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$58,312,925	$53,011,750	$51,390,340

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$13,187,075		

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

FULL LEGAL DESCRIPTION

CORAL GABLES SEC K PB 8-33
LOTS 1 THRU 10 INCL LESS E0.10FT
OF LOT 10 & LOTS 39 THRU 48 INCL
LESS E7.38FT OF LOT 39 & PORT OF
20FT ALLEY LYG W OF W/L OF
E7.38FT OF LOT 39 EXT NORTH
BLK 27
LOT SIZE IRREGULAR
OR 13977-1206 0189 2
COC 23794-1355 09 2005 2

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2005	$25,100,000	23794-1355	Deeds that include more than one parcel
09/01/2004	$0	22646-4855	Sales which are disqualified as a result of examination of the deed
01/01/1989	$10,000,000	13977-1206	Deeds that include more than one parcel

For more information about the Department of Revenue's Sales Qualification Codes.

2024 2023 2022

BUILDING INSPECTION SERVICES

Please reply to:
1942 West County Road 419, Ste 1010
Oviedo, Florida 32766

Website:
www.BIS-Inspections.com

E-Mail:
Info@BIS-Inspections.com

AREA OFFICES

Miami, Florida
(305) 266-2703
Fax:
(305) 264-5257

Fort Lauderdale, Florida
(954) 564-5227
Fax:
(954) 489-1203

Boca Raton, Florida
(561) 361-9961

West Palm Beach, Florida
(561) 683-7712

Monroe County, Florida
(305) 852-3580

Toll Free:
(800) 255-3317

National Executive Offices
1942 West County Road 419, Ste 1010
Oviedo, Florida 32766

June 28, 2024

City of Coral Gables
City Hall
405 Biltmore Way
Coral Gables, Fl. 33134

Re: 396 Alhambra Circle
Coral Gables, Fl. 33134
BIS Case #002/2403/25746
Folio #03-4108-006-2610

Dear Building Official,

R & S Engineering & Inspections, Inc. has performed a preliminary Electrical and Structural evaluation of the building at the above referenced address in accordance with Miami Dade County Code, Chapter 8, section 8-11(f).

A preliminary visual inspection was conducted to determine whether the building is electrically safe for continued use and occupancy during the repair and recertification process. **Based upon our initial review it is believed that the building is electrically and structurally safe for continued use and occupancy.**

On behalf of the owner, we are formally requesting an extension of 60 days for the completion of the site inspection and recertification report. **It is our belief that the building is electrically and structurally safe and may continue to be occupied while undergoing this recertification process.**

Thank you in advance for your cooperation and please contact us directly if there are any issues with our request.

Respectfully,

Edward J Goodwin

Digitally signed by Edward J Goodwin
DN: E=goodarchinc@yahoo.com, CN=Edward J Goodwin, O="Goodwin Architects, Inc.", SERIALNUMBER=AATL20230717306561, L=Ardmore, S=Pennsylvania, C=US
Location:
Reason: I am approving this document
Date: 2024.06.28 12:49:34-04'00'

Edward J. Goodwin, AIA, LEED AP, NCARB
License AR97988

STATE OF FLORIDA
EDWARD J GOODWIN
AR97988
REGISTERED ARCHITECT

Note: This Letter has been electronically signed and sealed by Edward J. Goodwin,. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

BUILDING INSPECTION SERVICES

Please reply to:
1942 W. County Road 419, Ste 1010
Oviedo, Florida 32766

Website:
www.BIS-Inspections.com

E-Mail:
Info@BIS-Inspections.com

AREA OFFICES

Miami, Florida
(305) 266-2703
Fax:
(305) 264-5257

Fort Lauderdale, Florida
(954) 564-5227
Fax:
(954) 489-1203

Boca Raton, Florida
(561) 361-9961

West Palm Beach, Florida
(561) 683-7712

Monroe County, Florida
(305) 852-3580

Toll Free:
(800) 255-3317

National Executive Offices
1942 W. County Road 419, Ste 1010
Oviedo, Florida 32766

Date(s) of Inspection:

July 16, 2024

Inspection Report Prepared for:

396 Alhambra, LLC

B.I.S. Case Number:

002/2407/25746

Folio Number:

03-4108-006-2610

Property Inspected:

396 Alhambra Circle
Coral Gables, Florida 33134

Executive Offices
1942 W. County Road 419, Ste 1010
Oviedo, Florida 32766
Local: (305) 266-2703
Fax: (305) 264-5257
Toll Free: (800) 255-3317
E-Mail: Info@BIS-Inspections.com

BUILDING INSPECTION SERVICES

Date(s) of Inspection:	July 16, 2024
B.I.S. Case Number:	002/2407/25746
Folio Number:	03-4108-006-2610
Address of Property Inspected:	396 Alhambra Circle Coral Gables, Florida 33134
Report Prepared for:	396 Alhambra, LLC

INTRODUCTION

Dear Building Department Official:

In accordance with the Miami-Dade County Code Section 8-11(f), this firm has conducted an inspection of the building located at 396 Alhambra Circle, Coral Gables, Florida 33134. Based on the results of this visual inspection, it is believed that the subject building is Structurally safe for the specified use for continued occupancy.

The findings of my inspection are summarized in the following *Minimum Inspection Procedural Guidelines for Building's Recertification*. This report does not preclude the building from subsequent inspections as deemed necessary by the building official.

Also, in the absence of design drawings and documents, this building has validity, only if loading patterns and conditions remain unchanged from originally designed criteria. Any material change in type and/or magnitude or loading shall warrant a justification to examine load-carrying capability of the affected structural system.

To avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building structure based upon careful evaluation of observed conditions, to the extent reasonably possible.

Should you have any questions or require additional information regarding this report, feel free to contact us.

Respectfully,
Karl F. Lederer
Professional Engineer

REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
11805 SW 26th Street, Miami, Florida 33175
786-315-2000
Miamidade.gov/building

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER: _____

JURISDICTION NAME: _____

LICENSEE NAME: Karl F. Lederer
TITLE: Professional Engineer

ADDRESS: 1942 West County Road, Suite 1010
Oviedo, Florida 32766

SIGNATURE: _____

KARL F. LEDERER LICENSE No. 41971 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Karl F Lederer
Date: 2024.08.12 20:48:35 -04'00'

***Use separate sheets for additional responses by referencing the report r**

1. DESCRIPTION OF BUILDING

a. Name on Title: 396 Alhambra LLC

b. Building Street Address: 396 Alhambra Circle, Coral Gables FL, 33134 (North Bldg) Bldg. #: 1 N

c. Legal Description: CORAL GABLES SEC K PB 8-33 LOTS 1 THRU 10 INCL LESS E0.10FT OF LOT 10 & LOTS 39 THRU 48 INCL LESS E7.38FT OF LOT 39 & PORT OF 20FT ALLEY LYG W OF W/L OF E7 .38FT OF LOT 39 EXT NORTH BLK 27 LOT SIZE IRREGULAR OR 13977-120601892 COC 23794-1355092005 2 Attached: ☐

d. Owner's Name: 396 Alhambra LLC

e. Owner's Mailing Address: 396 Alhambra Circle, 204, Corale Gables, FL 33134

f. Folio Number of Property on which Building is Located: #03-4108-006-2610

g. Building Code Occupancy Classification: B-Business

h. Present Use: Office Building

i. General Description of building (overall description, structural systems, special features):

15-Story Concrete slab and column building with precast exterior wall panels.

j. Number of Stories: 15 k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): Yes

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ✔

m. Additional Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

n. Additions to original structure:
None
o. Total Actual Building Area of all floors: 188,528 S.F.

2. INSPECTIONS

a. Date of Notice of Required Inspection: 1/31/2024
b. Date(s) of actual inspection: 07/16/2024
c. Name. license number, discipline of practice, and qualifications of licensee submitting report:
Karl F. Lederer, Professional Engineer #41971
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
None
e. Are Any Structural Repairs Required? (YES/NO): No
1. If required, describe, and indicate acceptance:
None
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes
1. Explanation/Conditions:
Good Condition
g. Is it recommended that the building be vacated? (YES/NO): No
h. Has the property record been researched for violations or unsafe cases? (YES/NO): No
1. Explanation/Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. SUPPORTING DATA

a. _____ Additional sheets of written data

b. Attached Photographs provided (where required plus each building elevation)

c. _____ Drawings or sketches (aerial, site, footprint, etc.)

d. _____ Test reports

4. FOUNDATION

a. Describe the building foundation:

Concrete slab on grade beams and pile caps on auger piles.

b. Is wood in contact or near soil? (Yes/No): No

c. Signs of differential settlement? (Yes/No): No

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement: PROVIDE PHOTO

None

e. Is water drained away from the foundation? (Yes/No): Yes

f. Is there additional sub-soil investigation required? (Yes/No): No

1. Describe:

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant) PROVIDE PHOTO

1. Bulging: None
2. Settlement: None
3. Deflections: None
4. Expansion: None
5. Contraction: None

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other) PROVIDE PHOTO

Overall structure was in good condition.

c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains. PROVIDE PHOTO

Overall finishes are in good condition. Minor crack on floor tile at 5th floor were building connects to adjacent building. There is minor roof leak at the domed roof terrace.

d. Cracks: Note location in significant members. Identify crack size as **HAIRLINE** if barely discernible; **FINE** if less than 1 mm in width; **MEDIUM** if between 1- and 2-mm width; **WIDE** if over 2 mm. PROVIDE PHOTO

Crack on floor tile was fine.

e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood. PROVIDE PHOTO

None

f. Previous patching or repairs (Provide description and identify location): PROVIDE PHOTO

None

g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)

None

h. Signs of overloading? (Yes/No): No

1. Describe:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)	PROVIDE PHOTO
a. Concrete masonry units: Good	
b. Clay tile or terra cota units: Good (roof tiles)	
c. Reinforced concrete tie columns: Good	
d. Reinforced concrete tie beams: Good	
e. Lintel: Good	
f. Other type bond beams:	PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):	
1. Stucco: Good	
2. Veneer: N/A	
3. Paint only: Good	
4. Other (describe):	
h. Interior masonry finishes (choose those that apply):	PROVIDE PHOTO
1. Vapor barrier: Good	
2. Furring and plaster: N/A	
3. Paneling: N/A	
4. Paint only: Good	
5. Other (describe):	
i. Cracks:	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	
j. Spalling	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: ✔	
2. Minor (patching will suffice): None	
3. Significant (but patching will suffice): None	
4. Significant (structural repairs required) None	
l. Samples chipped out for examination in spalled areas (Yes/No): No	
1. Yes – describe color, texture, aggregate, general quality:	

7. FLOOR AND ROOF SYSTEM

a. Roof (Must provide)

1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
Main roof is flat TPO on concrete slab, Perimeter roof was Tile roof on plywood on Pre-manufactured	
roof trusses	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
Yes, cooling tower	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
Roof drains and over flow drains	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
N/A	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
Prefabricated roof trusses with plywood sheathing with stucco finish- Good condition.	
There were signs of Termites at the wood trusses.	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. Describe roofing membrane/covering and current conditions: PROVIDE PHOTO

Flat roofs had TPO roof in good condition, some minor ponding on roof.

7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection: PROVIDE PHOTO

None

8. Note any expansion joints and condition: PROVIDE PHOTO

None

b. Floor system(s):

1. Describe the floor system at each level, framing, material, typical spans and indicate condition: PROVIDE PHOTO

Concrete elevated slabs and beams- Good Condition

2. Balconies: Indicate location, framing system, material, and condition: PROVIDE PHOTO

concrete balconies- Good Condition. On Penthouse II there were some hair line cracks at the base of the CMU piers.

3. Stairs and escalators: indicate location, framing system, material, and condition: PROVIDE PHOTO

Fire Stairs are concrete and in good condition

4. Ramps: indicate location, framing type, material, and condition: PROVIDE PHOTO

HC ramp in good condition

5. Guardrails: describe type, material, and condition: PROVIDE PHOTO

Aluminum guard rails in good condition.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

Was able to open access panels at roof to see Roof Trusses. All framing was in good conditions with Hurricane strapping. There was evidence of termites at the wood roof truss locations.

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

8. STEEL FRAMING SYSTEM

a. Description of system at each level: PROVIDE PHOTO

Steel framing on roof for cooling tower drainage was in good condition.

b. Steel members: describe condition of paint and degree of corrosion: PROVIDE PHOTO

Any steel framing that was exposed was in good condition.

c. Steel connections: describe type and condition: PROVIDE PHOTO

Any steel framing connections were exposed and were in good condition.

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection: PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location): PROVIDE PHOTO

None

f. Elevator sheave beams and connections, and machine floor beams: note condition: PROVIDE PHOTO

Elevator shaft was not accessible at time of inspection. Elevator machine room was in good condition.

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system: PROVIDE PHOTO

Concrete slabs, beams and columns were in good condition.

b. Cracking

1. Significant or Not significant: None
2. Location and description of members affected and type cracking:

N/A

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

c. General condition

Over all condition was good.

d. Rebar corrosion – check appropriate line

1. None visible: ✔

2. Location and description of members affected and type cracking: PROVIDE PHOTO

N/A

3. Significant but patching will suffice: PROVIDE PHOTO

None

4. Significant: structural repairs required (describe): PROVIDE PHOTO

None

e. Samples chipped out in spall areas:

1. No: ✔ PROVIDE PHOTO

2. Yes, describe color, texture, aggregate, general quality:

N/A

f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection: PROVIDE PHOTO

None visible

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS

a. Windows/Storefronts/Curtainwalls PROVIDE PHOTO

1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):

Fixed aluminum curtain wall and store front.

2. Anchorage: type and condition of fasteners and latches:

Anchors and fasterners were not visible. Latches were in working order

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. Sealant: type and condition of perimeter sealant and at mullions:
Caulk was in good to fair condition.
4. Interiors seals: type and condition at operable vents:
Seals were in good condition
5. General condition:
Over all condition was good.
6. Describe any repairs needed:
None required
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): Yes
1. Previous Inspection Date: Not known
2. Description of Curtain Wall Structural Glazing and adhesive sealant:
ALL caulk was in good to fair condition.
3. Describe Condition of System:
Good
c. Exterior Doors PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):
Aluminum
2. Anchorage: type and condition of fasteners and latches:
Anchors and fasterners were not visible. Latches were in working order
3. Sealant: type and condition of sealant:
Silicon caulk in good/fair condition

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

4. General condition:
None
5. Describe any repairs needed:
None

11. WOOD FRAMING

a. Fully describe wood framing system:	PROVIDE PHOTO
None visible	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
Good	
2. Floors:	
Good	
3. Roof member, roof trusses:	
Roof had wood prefabricated roof trusses. Good condition, however there was evidence of termites.	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
Bolts and strapping was in good condition.	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
Good	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

e. Drainage: note accumulations of moisture	PROVIDE PHOTO
Good some minor ponding on flat roof.	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
No	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
Yes roof trusses	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
None	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
Exterior walls consist of a combination of cmu with decorative stone and stucco, curtain wall and	
storefont.	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
Attachments types were not visible at time on inspection.	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
There appeared to be no distress or settlement at the time of inspection. However there were some hair line cracks on the base	
of the Concrete Masonry Unit Piers at the Penthouse II balconies..	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
On the East side of building there was a one story porte-cochere and at the roof there was a bell tower.	
On the 5th floor there was roof deck with a small domed covered exterior seating area on the roof terrace. The structure was in good condition but there was evidence of a minor roof leak.	
b. Indicate condition of the special feature, its supports, and connections:	
Special feature were in good condition except for minor roof leak at Domed roof at terrace.	

Reset Form

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
11805 SW 26th Street, Miami, Florida 33175
786-315-2000
Miamidade.gov/building

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER: _____

JURISDICTION NAME: _____

LICENSEE NAME: Karl F. Lederer
TITLE: Professional Engineer

ADDRESS: 1942 West County Road, Suite 1010
Oviedo, Florida 32766

SIGNATURE: KARL F. LEDERER LICENSE No. 41971 STATE OF FLORIDA PROFESSIONAL ENGINEER — Digitally signed by Karl F Lederer
Date: 2024.08.12 20:45:51 -04'00'

***Use separate sheets for additional responses by referencing the report nu**

1. DESCRIPTION OF BUILDING

a. Name on Title: 396 Alhambra LLC

b. Building Street Address: 396 Alhambra Circle, Coral Gables FL, 33134 (South Bldg) Bldg. #: 2-S

c. Legal Description: CORAL GABLES SEC K PB 8-33 LOTS 1 THRU 10 INCL LESS E0.10FT OF LOT 10 & LOTS 39 THRU 48 INCL LESS E7.38FT OF LOT 39 & PORT OF 20FT ALLEY LYG W OF W/L OF E7.38FT OF LOT 39 EXT NORTH BLK 27 LOT SIZE IRREGULAR OR 13977-1206 0189 2 COC 23794-1355 09 2005 2 Attached: ☐

d. Owner's Name: 396 Alhambra LLC

e. Owner's Mailing Address: 396 Alhambra Circle, 204, Corale Gables, FL 33134

f. Folio Number of Property on which Building is Located: #03-4108-006-2610

g. Building Code Occupancy Classification: B-Business

h. Present Use: Office Building

i. General Description of building (overall description, structural systems, special features):

7-Story Concrete waffle slab and concrete column building with precast exterior wall panels.

j. Number of Stories: 7 k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): Yes

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☑

m. Additional Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

n. Additions to original structure:
None
o. Total Actual Building Area of all floors: 96,376 S.F.

2. INSPECTIONS
a. Date of Notice of Required Inspection: 1/31/20024
b. Date(s) of actual inspection: 07/16/2024
c. Name. license number, discipline of practice, and qualifications of licensee submitting report:
Karl F. Lederer, Professional Engineer #41971
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
None
e. Are Any Structural Repairs Required? (YES/NO): No
1. If required, describe, and indicate acceptance:
None
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes
1. Explanation/Conditions:
Good Condition
g. Is it recommended that the building be vacated? (YES/NO): No
h. Has the property record been researched for violations or unsafe cases? (YES/NO): No
1. Explanation/Comments:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. SUPPORTING DATA

a. _____ Additional sheets of written data

b. Attached Photographs provided (where required plus each building elevation)

c. _____ Drawings or sketches (aerial, site, footprint, etc.)

d. _____ Test reports

4. FOUNDATION

a. Describe the building foundation:

Concrete slab on grade breams and pile caps on auger piles.

b. Is wood in contact or near soil? (Yes/No): No

c. Signs of differential settlement? (Yes/No): No

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement: PROVIDE PHOTO

None

e. Is water drained away from the foundation? (Yes/No): Yes

f. Is there additional sub-soil investigation required? (Yes/No): No

1. Describe:

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant) PROVIDE PHOTO

1. Bulging: None
2. Settlement: None
3. Deflections: None
4. Expansion: None
5. Contraction: None

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
Overall structure was in good condition.	

c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
Overall finishes are in good condition.	

d. Cracks: Note location in significant members. Identify crack size as **HAIRLINE** if barely discernible; **FINE** if less than 1 mm in width; **MEDIUM** if between 1- and 2-mm width; **WIDE** if over 2 mm.	PROVIDE PHOTO
Crack on walls was fine.	

e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
None	

f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
None	

g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)
None

h. Signs of overloading? (Yes/No): No
1. Describe:

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)	PROVIDE PHOTO
a. Concrete masonry units: Good	
b. Clay tile or terra cota units: N/A	
c. Reinforced concrete tie columns: Good	
d. Reinforced concrete tie beams: Good	
e. Lintel: Good	
f. Other type bond beams:	PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):	
1. Stucco: Good	
2. Veneer: N/A	
3. Paint only: Good	
4. Other (describe):	
h. Interior masonry finishes (choose those that apply):	PROVIDE PHOTO
1. Vapor barrier: Good	
2. Furring and plaster: N/A	
3. Paneling: N/A	
4. Paint only: Good	
5. Other (describe):	
i. Cracks:	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	
j. Spalling	PROVIDE PHOTO
1. Location (note beams, columns, other): None	
2. Description:	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: ✔	
2. Minor (patching will suffice): None	
3. Significant (but patching will suffice): None	
4. Significant (structural repairs required) None	
l. Samples chipped out for examination in spalled areas (Yes/No): No	
1. Yes – describe color, texture, aggregate, general quality:	

7. FLOOR AND ROOF SYSTEM

a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
Main roof is flat TPO on concrete slab in good condition.	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
Yes, cooling tower	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
Roof drains and over flow drains	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
N/A	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
N/A	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
Flat roofs had TPO roof in good condition, some minor ponding on roof.	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
None	
8. Note any expansion joints and condition:	PROVIDE PHOTO
None	
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
Concrete elevated waffle slabs and concrete columns- Good Condition	
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
N/A	
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
Fire Stairs are concrete and in good condition	
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
HC ramp in good condition	
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
Aluminum guard rails in good condition.	
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
Concrete elevated slab exposed due to renovation and in good condition.	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

8. STEEL FRAMING SYSTEM

a. Description of system at each level: PROVIDE PHOTO

Steel framing on roof for cooling tower and central system was in good condition.

b. Steel members: describe condition of paint and degree of corrosion: PROVIDE PHOTO

Any steel framing that was exposed was in good condition with minor surface corrosion.

c. Steel connections: describe type and condition: PROVIDE PHOTO

Any steel framing connections exposed were in good condition.

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection: PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location): PROVIDE PHOTO

None

f. Elevator sheave beams and connections, and machine floor beams: note condition: PROVIDE PHOTO

Elevator shaft was not accessible at time of inspection. Elevator equipment room was in good condition.

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system: PROVIDE PHOTO

Concrete slabs, beams and columns were in good condition.

b. Cracking

1. Significant or Not significant: None
2. Location and description of members affected and type cracking:

N/A

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

c. General condition

Overall condition was good with surface corrosion at bolts on metal plates at columns on rooftop.

d. Rebar corrosion – check appropriate line

1. None visible: ✔

2. Location and description of members affected and type cracking: PROVIDE PHOTO

N/A

3. Significant but patching will suffice: PROVIDE PHOTO

None

4. Significant: structural repairs required (describe): PROVIDE PHOTO

None

e. Samples chipped out in spall areas:

1. No: ✔ PROVIDE PHOTO

2. Yes, describe color, texture, aggregate, general quality:

N/A

f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection: PROVIDE PHOTO

None vislble.

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS

a. Windows/Storefronts/Curtainwalls PROVIDE PHOTO

1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):

Fixed aluminum curtain wall and store front.

2. Anchorage: type and condition of fasteners and latches:

Anchors and fasteners were not visible. Latches were in working order

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

3. Sealant: type and condition of perimeter sealant and at mullions:
Caulk was in good to fair condition.
4. Interiors seals: type and condition at operable vents:
Seals where in good condition
5. General condition:
Overall condition was good.
6. Describe any repairs needed:
None required
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): Yes
1. Previous Inspection Date: Not known
2. Description of Curtain Wall Structural Glazing and adhesive sealant:
ALL caulking was in good to fair condition.
3. Describe Condition of System:
Good
c. Exterior Doors PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):
Aluminum
2. Anchorage: type and condition of fasteners and latches:
Anchors and fasteners were not visible. Latches were in working order
3. Sealant: type and condition of sealant:
Silicon caulking in good/fair condition

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

4. General condition:
None
5. Describe any repairs needed:
None

11. WOOD FRAMING

a. Fully describe wood framing system:	PROVIDE PHOTO
None	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
None	
2. Floors:	
None	
3. Roof member, roof trusses:	
None	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
None	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
None	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

e. Drainage: note accumulations of moisture	PROVIDE PHOTO
Good some minor ponding on flat roof.	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
None	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
None	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
None	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
Exterior walls consist of a combination of cmu with stucco, precast concrete panel wall and	
storefont.	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
Attachments types were not visible at time on inspection.	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
There appeared to be no distress or settlement at the time of inspection.	

Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
None	
b. Indicate condition of the special feature, its supports, and connections:	
None	

Reset Form

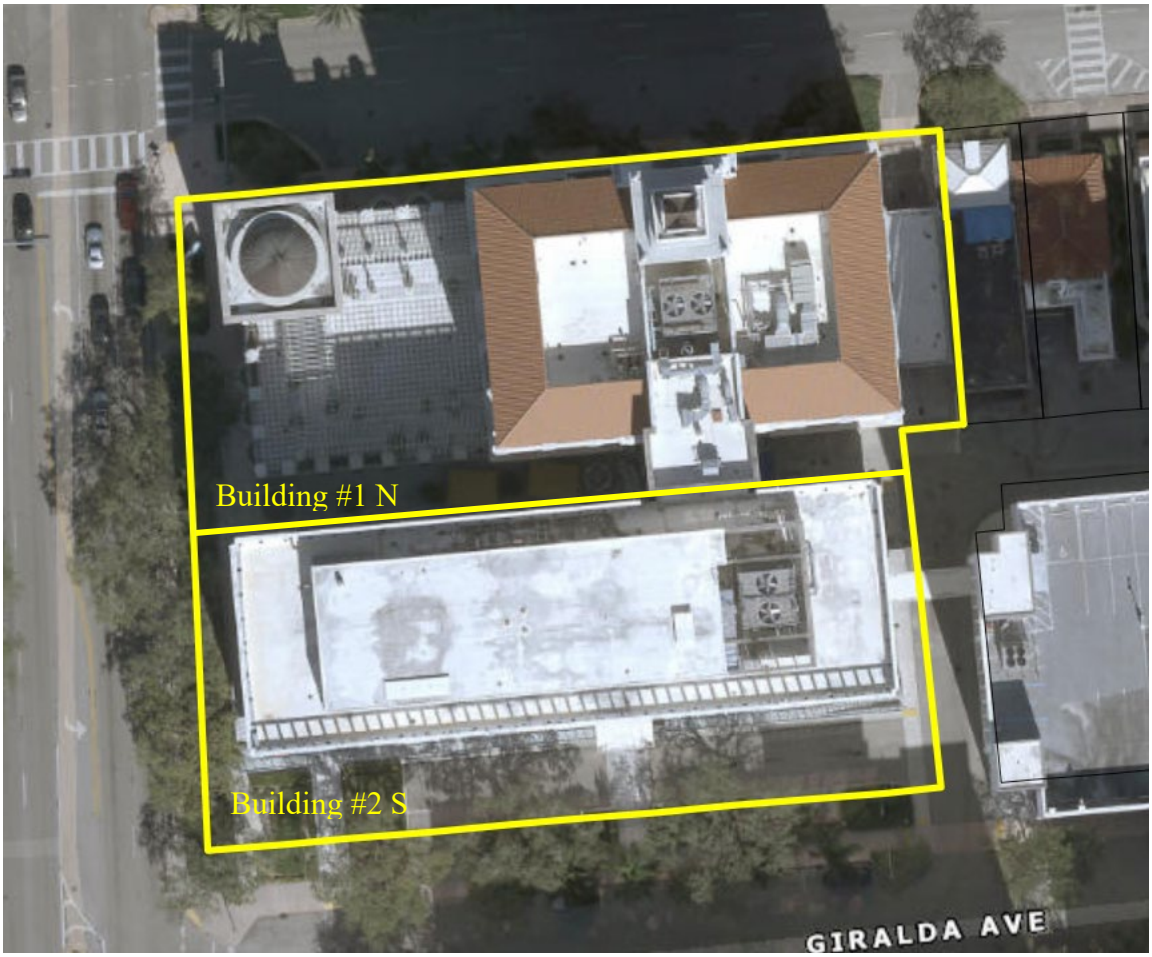
Note: This report has been electronically signed and sealed by Edward J. Goodwin, Professional Architect, using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

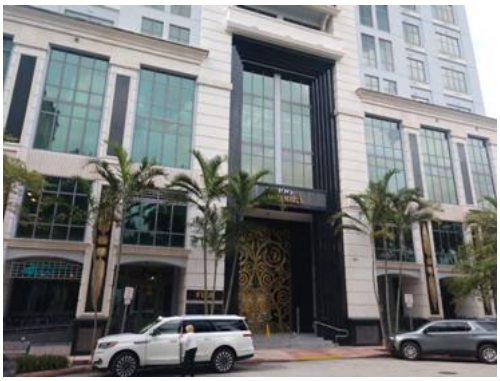
GENERAL

Legal Description

CORAL GABLES SEC K PB 8-33 LOTS 1 THRU 10 INCL LESS E0.10FT OF LOT 10 & LOTS 39 THRU 48 INCL LESS E7.38FT OF LOT 39 & PORT OF 20FT ALLEY LYG W OF W/L OF E7.38FT OF LOT 39 EXT NORTH BLK 27 LOT SIZE IRREGULAR OR 13977-1206 0189 2 COC 23794-1355 09 2005 2

Aerial Image

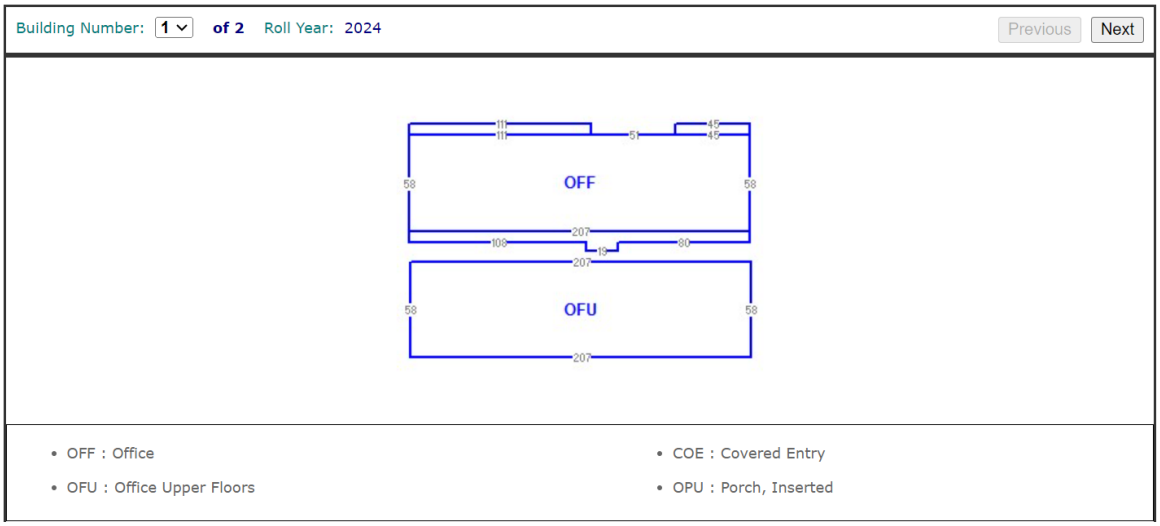




View of Building #1N north elevation

View of Building #2S south elevation

Building Sketch

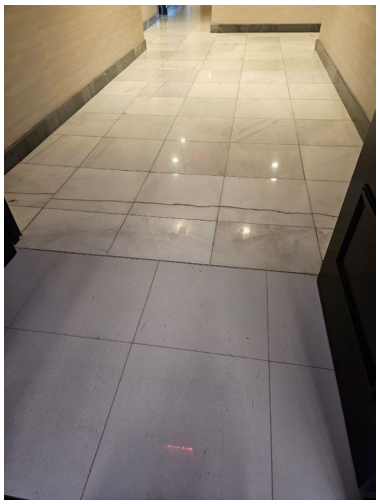


STRUCTURAL SUMMARY

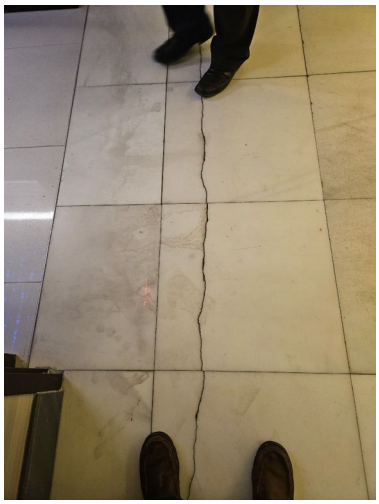
Present Condition of Overall Structure (Building #1N)

Surface Conditions

Notation: There was an open cold joint observed on the fifth-floor transition from the new building to older building which has caused the tile surface to crack.



View of crack tile observed on tile surface at the fifth-floor transition from older building



View of crack observed on tile surface at the fifth-floor transition from older building

- There are signs of moisture penetration and stains observed below the domed roof on terrace which should be corrected.

View of moisture penetration evidence observed below domed roof on the terrace section

Masonry Bearing Wall (Building #2S)

View of exposed masonry bearing wall

Floor and Roof System (Building #1N)

Poured Concrete Floor System

- There are hairline cracks at the base of the concrete masonry unit piers on 11 penthouse balconies.

View of typical hairline cracks observed at balcony base of piers

View of poured concrete floor system on each level floor

Single-Ply Membrane Roofing System

View of ponding water condition observed neat drain flange

View of ponding water condition observed on roof surface

General view of roofing system

General view of roofing system

General view of roofing system

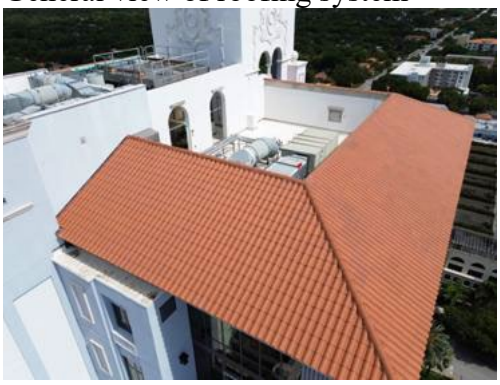
Spanish "S" Tile Roofing System

General view of roofing system

General view of roofing system

General view of roofing system

General view of roofing system



General view of roofing system

Metal Roofing System (North Building Terrace)

General view of roofing system

General view of roofing system

General view of roofing system

General view of roofing system

Floor and Roof System (Building #2S)

Stairway

General view of stairway

Single-Ply Membrane Roofing System

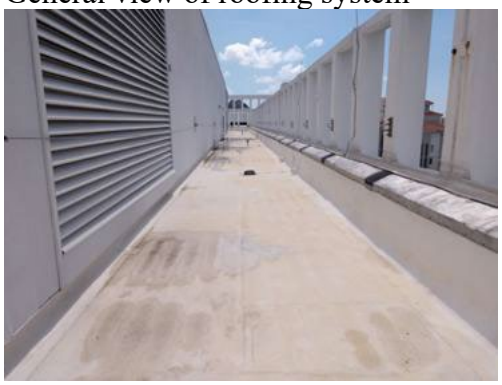
View of ponding water condition observed on the north field

Another view of ponding water condition observed on the north field

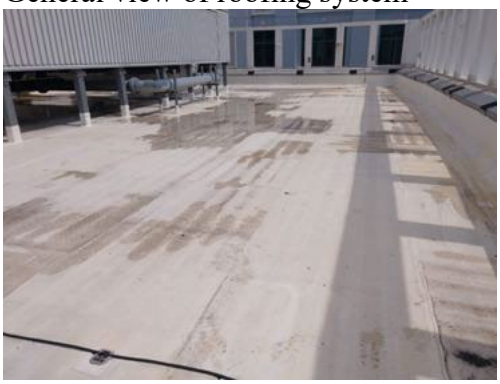
General view of roofing system

General view of roofing system

General view of roofing system



General view of roofing system



General view of roofing system

Steel Framing System (Building #2S)

General view of elevator equipment room

View of minor corrosion observed on the steel at the north side of roof section

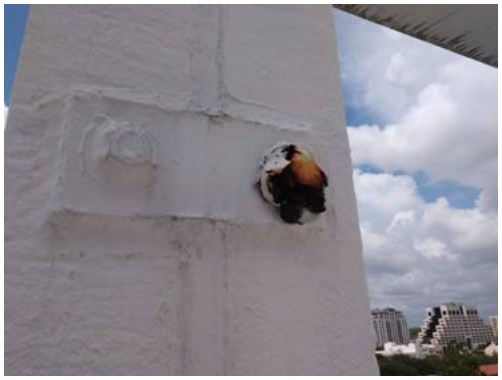
Concrete Framing System (Building #1N)

View of bell tower concrete framing system

Concrete Framing System (Building #2S)

Notation: There are corroded bolts on the metal connecting plates attached to the precast roof panel at the roof top which should be serviced in the near future.

View of typical corroded bolts on the precast roof panel



Closer view of typical corroded bolts on the precast roof panel

View of typical precast panel

View of waffle slab for ceiling in each floor level

Windows, Storefronts, Curtainwalls, and Exterior Doors (Building #1N)

View of glass etching with Miami Dade County Product Approved

Windows, Storefronts, Curtainwalls, and Exterior Doors (Building #2S)

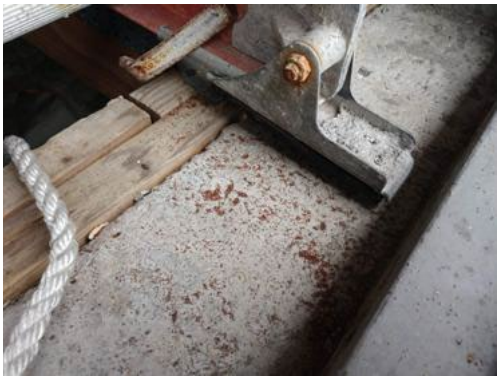
View of glass etching with Miami Dade County Product Approved

Wood Framing (Building #1N)

Roof Member, Roof Trusses

General view of roof trusses

General view of roof trusses



View of Drywood termite evidence observed on the roof trusses entry/access opening

Building Façade (Building #1N)

General view of bell tower

General view of bell tower

CRAIG E. GUNDERSON LICENSE No. 60102 STATE OF FLORIDA PROFESSIONAL ENGINEER

CRAIG E. GUNDERSON, State of Florida, Professional Engineer, License No. 60102. This item has been digitally signed and sealed by Craig E. Gunderson, P.E. on the date adjacent to the seal using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

Digitally signed by Craig E Gunderson
Date: 2024.08.13 12:11:06-04'00'

PHOTO 1

BUILDING IDENTIFICATION

PHOTO 2

N/A

PHOTO 3

ELECTRICAL SERVICE

PHOTO 4

METERING EQUIPEMNT

PHOTO 5

ELECTRICAL ROOMS

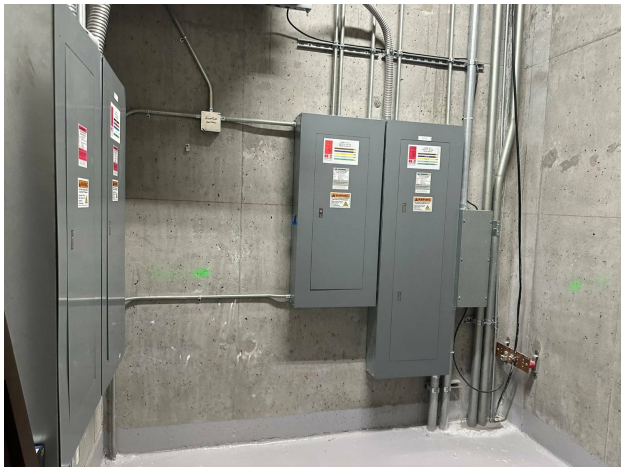


PHOTO 6

GUTTERS

PHOTO 7

ELECTRICAL PANELS

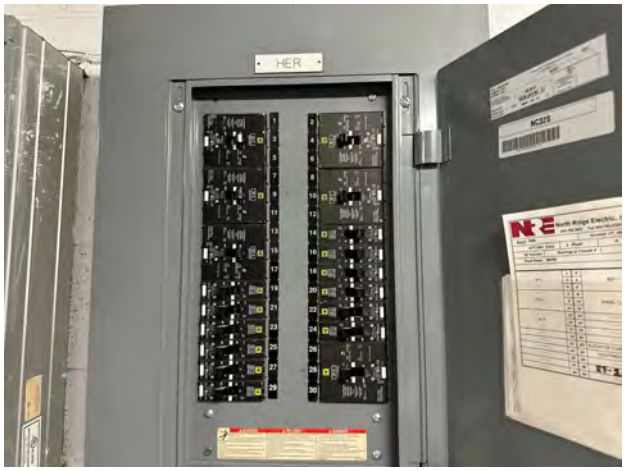


PHOTO 8

BRANCH CIRCUITS (EXISTING PANEL ENCLOSURES)

PHOTO 9

GROUNDING OF SERVICE

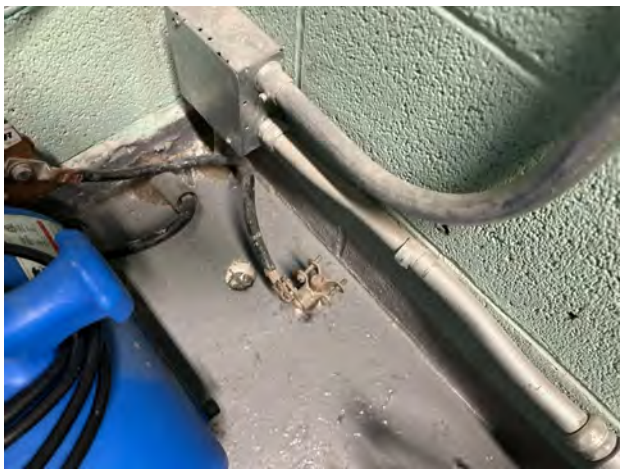


PHOTO 10

BRANCH CIRCUIT EQUIPMENT GROUNDING SYSTEM

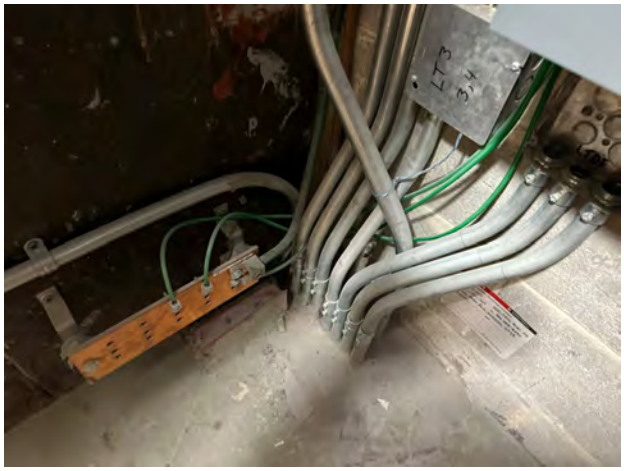


PHOTO 11

SERVICE CONDUITS/RACEWAYS

PHOTO 12

GENERAL CONDUITS/RACEWAYS

PHOTO 13

WIRE AND CABLES

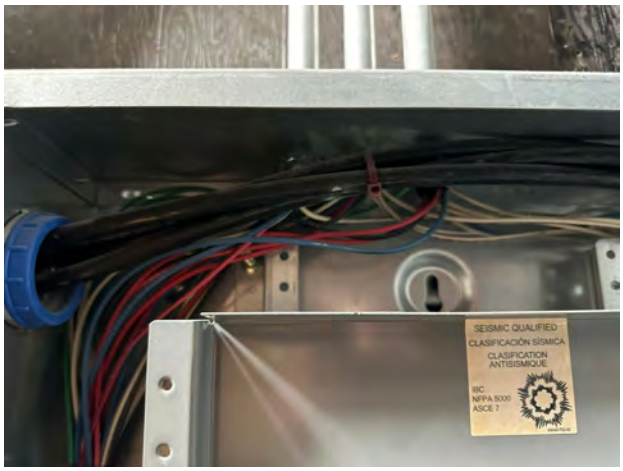


PHOTO 14

BUSWAYS

PHOTO 15

THERMOGRAPHY INSPECTION RESULTS

See separate thermography report

PHOTO 16

OTHER CONDUCTORS

N/A

PHOTO 17

TYPES OF WIRING METHODS

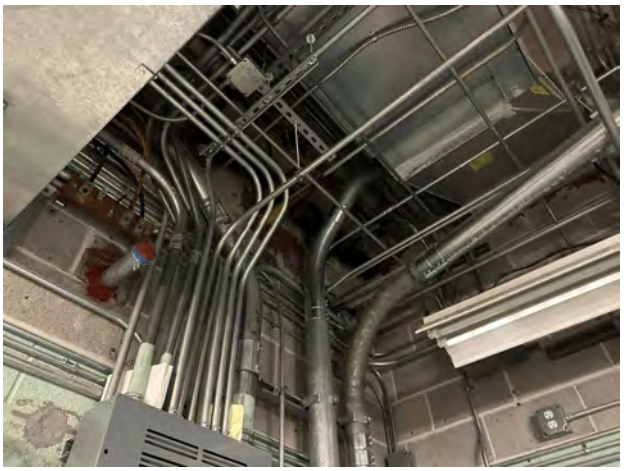


PHOTO 18

EMERGENCY LIGHTING

PHOTO 19

BUILDING EGRESS ILLUMINATION

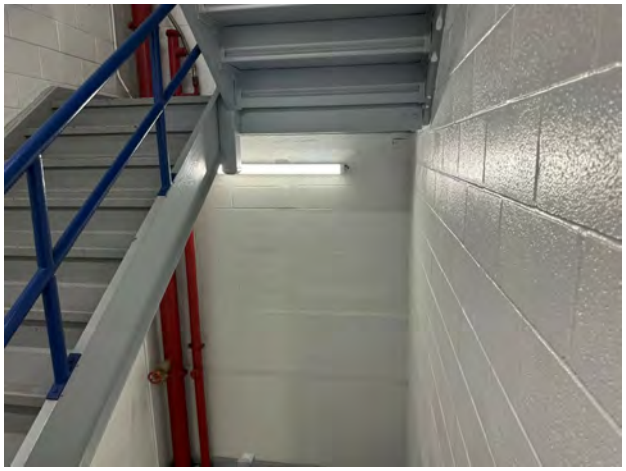


PHOTO 20

FIRE ALARM SYSTEM

PHOTO 21

SMOKE DETECTORS (Part of fire alarm system only)

PHOTO 22

EXIT LIGHTS

PHOTO 23

EMERGENCY GENERATOR

PHOTO 24

PARKING IN OPEN OR UNDER COVER PARKING GARAGE

N/A

PHOTO 25

PARKING GARAGE AND EGRESS ILLUMINATION

N/A

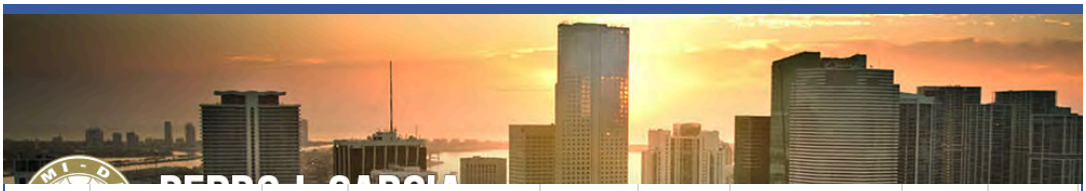
PHOTO 26

SWIMING POOL WIRING

N/A

PHOTO 27

WIRING TO MECHANICAL EQUIPEMNT



PROPERTY INFORMATION

Folio: 03-4108-006-2610

Sub-Division:
CORAL GABLES SEC K

Property Address
396 ALHAMBRA CIR

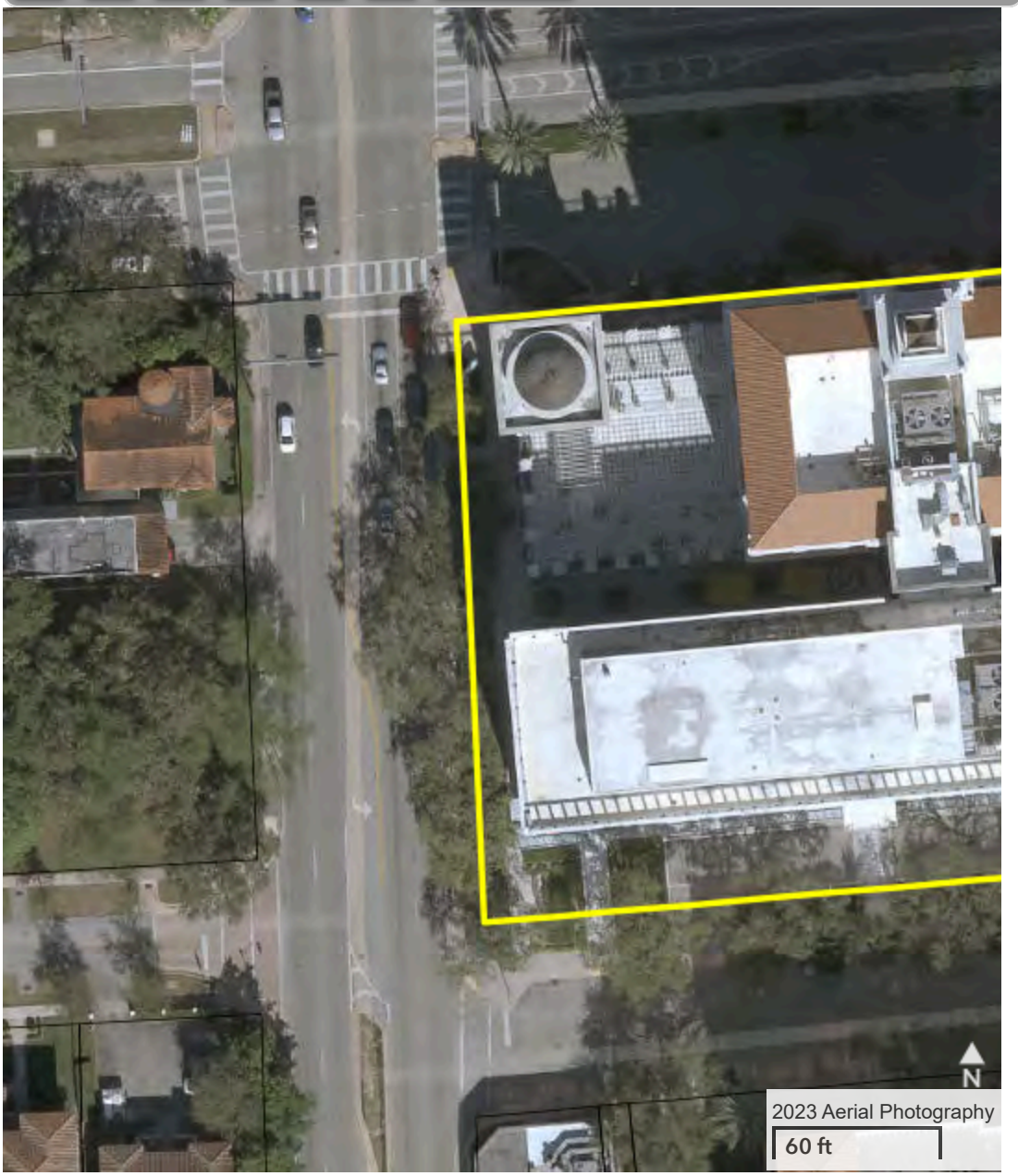
Owner
396 ALHAMBRA LLC

Mailing Address
396 ALHAMBRA CIRCLE 204
CORAL GABLES, FL 33134

PA Primary Zone
5003 MIXED-USE

Primary Land Use
1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING

Beds / Baths /Half	0 / 0 / 0
Floors	15
Living Units	0
Actual Area	284,904 Sq.Ft
Living Area	284,904 Sq.Ft
Adjusted Area	278,756 Sq.Ft
Lot Size	54,047 Sq.Ft
Year Built	Multiple (See Building Info.)



Featured Online Tools

Comparable Sales	Glossary	PA Additional Online Tools
Property Record Cards	Property Search Help	Property Taxes
Report Discrepancies	Report Homestead Fraud	Special Taxing Districts and Other Non-Ad valorem Assessments
Tax Comparison	Tax Estimator	TRIM Notice
Value Adjustment Board	Tax Visualizer	

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$16,214,100	$13,511,750	$11,890,340
Building Value	$55,285,900	$39,500,000	$39,500,000
Extra Feature Value	$0	$0	$0

Market Value	$71,500,000	$53,011,750	$51,390,340
Assessed Value	$58,312,925	$53,011,750	$51,390,340

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$58,312,925	$53,011,750	$51,390,340
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$71,500,000	$53,011,750	$51,390,340
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$58,312,925	$53,011,750	$51,390,340
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$58,312,925	$53,011,750	$51,390,340

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$13,187,075		

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

FULL LEGAL DESCRIPTION

CORAL GABLES SEC K PB 8-33
LOTS 1 THRU 10 INCL LESS E0.10FT
OF LOT 10 & LOTS 39 THRU 48 INCL
LESS E7.38FT OF LOT 39 & PORT OF
20FT ALLEY LYG W OF W/L OF
E7.38FT OF LOT 39 EXT NORTH
BLK 27
LOT SIZE IRREGULAR
OR 13977-1206 0189 2
COC 23794-1355 09 2005 2

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2005	$25,100,000	23794-1355	Deeds that include more than one parcel
09/01/2004	$0	22646-4855	Sales which are disqualified as a result of examination of the deed
01/01/1989	$10,000,000	13977-1206	Deeds that include more than one parcel

For more information about the Department of Revenue's Sales Qualification Codes.

2024 2023 2022

CPFM Enterprises LLC
6115 Stirling rd., ste. 211, Davie, FL 33314
954-900-6056 cesar.costa@HouseMaster.com

Thermographic Imaging Report for Electrical Inspection

Client	**396 ALHAMBRA LLC**
Property Address	**396 Alhambra Cir, Coral Gables, FL 33134, USA**
Date	**August 1, 2024**
Project	Thermography for Major Electrical Components

Dear Building Official:

I, Cesar Costa, am a Licensed Property Inspector registered in the State of Florida and a Certified Level II Thermographer in compliance with BORA regulations, possessing over seven years of experience in inspecting commercial electrical systems. Having either reviewed the report or conducted the Infrared Thermography Inspection for the building referenced above, I confirm, to the best of my knowledge, belief, and professional judgment, the following:

Level 3 – Important
Probable Deficiency

- **Distribution Panel LPL-2/2 (Rooms 6,7,8)** **observed 35 F temperature increase (109.7 F)**
- **Distribution Panel # LT6 Left Top (Rooms 16,17,18)** **observed 20 F temperature increase (90.2 F)**

The **observed conditions indicate probable deficiencies that need to be addressed to maintain system reliability**. Scheduling of corrective measures is required. Regular monitoring and semi-annual inspections are recommended to track the condition of the components and prevent future issues.

Immediate corrections are required only for deficiencies identified with Severity Levels 1, 2, and 3 (ranging from Critical, Serious, and Important). Deficiencies classified under Severity Level 4 (Minor) do not require immediate action but warrant further investigation and an annual inspection.

This inspection was conducted with a specific focus on identifying thermal issues within the listed electrical equipment pieces, as approved by both the Client and the Professional responsible for the electrical component of the recertification. This report is limited solely to thermal concerns. Physical problems, such as mismatches in equipment types/manufacturers, corrosion, improper wiring, or any issues not related to thermal anomalies, fall under the responsibility of the electrical inspection professional and are beyond the purview of this thermal report. This report exclusively certifies findings related to thermal issues, as further detailed in the "Disclaimers, Exclusions, Limitations, Requirements" section.

Should you require further details or have any questions, please feel free to reach out to me directly.

Sincerely,

Cesar Costa
954-913-5420
cesar.costa@housemaster.com

INFRASPECTION INSTITUTE · CERTIFIED · Level II · Cesar Costa · No: 16982 · INFRARED THERMOGRAPHER ®

Cesar Costa
Digitally signed by Cesar Costa
Date: 2025.07.30 17:53:54 -04'00'

Introduction

This report outlines the findings from a comprehensive thermographic inspection of the switchboards and equipment within the facility, utilizing a FLIR E8 infrared camera. The purpose of this inspection is to verify the electrical system's operation as part of the building's recertification process.

Testing Requirements

For accurate thermal inspection, it is necessary to remove any panel doors as infrared radiation testing does not penetrate metal. Removal is only conducted when it does not compromise the safety and integrity of the building operation. Equipment not in operation at the time of the inspection is noted, though no thermal observations are made if in an inactive state.

Inspection Procedure

The inspection was conducted under normal operational conditions to identify and analyze thermal anomalies accurately. This procedure involved:

- When possible, remove covers to expose current-carrying components.
- Scanning equipment for thermal anomalies with a thermographer.
- Conducting visual examinations.
- Documenting all findings, including images of anomalies and recommendations.

General Assumptions

1. Fuses/circuit breakers hot at one end likely indicate issues with contacts/connections.
2. Overall hot fuses/circuit breakers require checking fuse size and load for correct rating.
3. High temperatures on both sides of a component suggest faulty contacts/connections or an unbalanced load.
4. Hot contactor terminals, despite tight screws, may indicate internal issues within the contactor.
5. A hotter overload suggests the need for load and sizing checks.

Actions & Risk Analysis

The report includes thermography of the inspected electrical components, potentially indicating equipment faults categorized according to priority. Regular thermal inspections, recommended at twelve-month intervals, can mitigate unscheduled downtime and failures, supporting an effective maintenance program.

Severity Rating & Recommendation

Each thermogram is given a Repair Priority Rating which is based upon a combination of a comparative temperature rise from a component that shows an abnormal temperature pattern to one that is normal, and how critical the equipment is to the safe and profitable operations of your electrical system. When necessary, your qualified assistant’s opinion was sought to help determine the importance of a specific piece of equipment.

An industry-accepted “Experienced Based Temperature Differential Table” is referenced for this report which provides temperature rise criteria and appropriate timeline suggested response actions for each severity level. Overheating can cause premature deterioration and costly, unplanned failure of your equipment. Overheating connectors, conductors, and components will never get better. The temperature and rate of deterioration will increase with time. No one can predict when a failure will occur. As a result, we suggest that you use the Repair Priority Ratings as a guide.

Suggested Actions Based on Temperature Rise

Severity	Delta T between similar components under similar load	Deta T over ambient air temperature	Recommended Action
4-Minor	1 to3°C (1.8 -5.4°F)	1° C - 10°C (1.8°- 18°F)	**Possible Deficiency** – warrants investigation Corrective measures should be taken at the next maintenance period
3-Important	4 to 15°C (7.2 - 27°F)	11°C - 20°C (18.1°-36°F)	**Probable Deficiency** Corrective measures are required as scheduling maintenance
2-Serious	-----	21°C - 40 C (36.1 - 72°F)	**Corrective measures are required** as soon as possible
1-Critical	> 15°C (27 °F)	>40° C (>72°F)	**Major Discrepancy** Repair immediately

Temperature specifications vary depending on the exact type of equipment. Even in the same class of equipment (i.e., cables) there are various temperature ratings. Heating is generally related to the square of the current; therefore, the load current will have a major impact on Delta T. In the absence of consensus standards for Delta T, the values in this table will provide reasonable guidelines. We will not consider any deficiencies for variations under 3°C, due to accuracy of the camera being +- 2°C

Thermals Scans

This report includes a summary of the electrical components and equipment scanned during the inspection, accompanied by corresponding images in the attachment that follows

The Ambient Temperature to be considered is from 79°F to 85°F

The Reflected Temperature is from 79°F to 85°F

Relative Humidity is from 45% to 50%

External optics Temperature is similar to the Ambient Temperature

DISCLAIMERS, EXCLUSIONS, LIMITATIONS, REQUIREMENTS

Corrections are only immediately required for deficiencies with Severity Level 0, 1, 2 & 3 (Critical, Major, Intermediate & Minor). No corrections are required for NON-SIGNIFICANT deficiencies with Severity Level 4 (Slight Deficiency), but further investigation and annual Inspection is recommended. No corrections are required for NON-SIGNIFICANT deficiencies but annual inspection is recommended.

Confirming a 400A or greater electrical service was not the responsibility of the professionals. The client requested the inspection and confirmed the electrical system's capacity as stated by the Professional performing the electrical part of the recertification.

Creating the List of Pieces of Electrical Equipment and their locations was not included in the professionals' responsibilities. The list was provided, identified, and approved by the Client (Owner or Representative) and/or the Professional performing the electrical part of the Recertification.

The Client was advised to ensure the Professional performing the electrical part was present during the Thermal Inspection.

Inspecting electrical systems operating at less than 40% of their nominal load was not included. All electrical equipment was inspected in an "as found" condition. Since the loading on any given circuit at the time of inspection is unknown, circuits not under load would not show issues, potentially missing serious problems once loaded. Efforts were made to inspect equipment operational at the time of inspection. Statements made are a starting point for the seriousness of any anomaly evaluation. The Infrared Thermography Inspection Report is not covered by professional liability due to these limitations and other factors.

Inspecting Electrical Meters, AC disconnects, and interior devices such as exhaust fans in bathrooms were outside the scope unless access was expressly requested by the Client/Professional performing the electrical part of Recertification. Inspecting equipment on the roof or located higher than 5 feet on a wall was excluded unless proper OSHA-compliant ladders were provided.

The removal and re-installation of covers were outside the scope. The use of a licensed electrical contractor was encouraged prior to the inspection. The Client or their representative, present at the inspection, was responsible for decisions involving the operation of electrical equipment.

Professionals were not responsible for corrections. Recommendations and possible causes stated in the Report were based solely on observable conditions. The Client, their representatives, and contractors were responsible for identifying actual causes and making appropriate repairs. Using an Infrared Imager to confirm issue corrections and adherence to NETA Standards before requesting re-inspection was encouraged.

Professionals were not responsible for potential subsequent re-inspections if issues were unresolved. The Company, Engineers, Thermographers, and Contractors disclaim any liability for actions or repairs undertaken by the Client or their personnel. This report is valid for 60 days from the initial inspection, and re-inspection requests should be made within this timeframe. Beyond 60 days, professionals have no obligation to reinspect. New inspections or re-inspections beyond this period require agreement on fees and conditions, or the Client may need to engage other professionals.

The inspection was strictly limited in scope to identifying thermal problems at the time of inspection. It did not include identifying non-thermal issues such as mismatches in equipment types/manufacturers, corrosion, improper wiring, and similar issues. These fall under the responsibility of the Professional performing the electrical part of the Recertification. While conducting our work, we may discover issues beyond thermal concerns; the Client and the electrical Professional were informed and are responsible for addressing these concerns.

Glossary

- **Amps:** Unit of electrical flow.
- **Anomaly:** Something different, abnormal, peculiar.
- **CB:** Circuit Breaker.
- **Delta T:** Difference in temperature.
- **Infrared (IR):** Energy radiated from objects, indicating temperature.
- **MV Drop:** Millivolt-drop, a measurement of voltage drop creating heat.
- **PANEL:** Electrical distribution enclosure.
- **PMI:** Predictive/Preventive Maintenance Inspection.
- **Reference:** Temperature reading used for comparison to a “hot spot”.
- **Switchboard:** A large electrical distribution cabinet containing various switches and/or circuit breakers.
- **T Ambient:** Stands for temperature ambient which is the measured ambient temperature at the time of the scan.
- **Transformer:** An electrical conversion device used to raise or lower voltage (pressure) of an electrical system. Commonly used in commercial and industrial facilities to convert voltage for panels and machinery which require a different voltage than is available.
- **Voltage or Volts:** A unit of electrical pressure.
- **XFRM:** An abbreviation for Transformer.

List of Equipment inspected

#	Property Address	Element Description
1	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Fuse Disconnect #1
2	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Fuse Disconnect #2
3	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Fuse Disconnect #3
4	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Disconnect #1
5	Rooms 1,2,3 - 396 Alhambra Coral Gables	Disconnect WP #1
6	Rooms 1,2,3 - 396 Alhambra Coral Gables	Disconnect WP #2
7	Rooms 1,2,3 - 396 Alhambra Coral Gables	Disconnect Panel GDP
8	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-8B Top
9	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-8B Bottom
10	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-8A Top
11	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-8A Bottom
12	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel H7
13	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPH-7
14	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-7 Top
15	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-7 Bottom
16	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel T1 Top
17	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel T1 Bottom
18	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel T1 Center
19	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Disconnect #2
20	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel L7 Bottom
21	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel L7 Top
22	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Fuse Disconnect T7
23	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPH-6 Top
24	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPH-6 Bottom
25	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-6 Top
26	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel LPL-6 Bottom
27	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel H6 Top
28	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel H6 Bottom
29	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel L6 Section 1 Top
30	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel L6 Section 1 Bottom
31	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Disconnect #3
32	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel L6 Section 2 Top
33	Rooms 1,2,3 - 396 Alhambra Coral Gables	Distribution Panel L6 Section 2 Bottom
34	Rooms 1,2,3 - 396 Alhambra Coral Gables	Main Fuse Disconnect T6
35	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LPH-5 Top
36	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LPH-5 Bottom Left

37	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LPH-5 Bottom Right
38	Rooms 4,5 - 396 Alhambra Coral Gables	Main Switch Transformer T2
39	Rooms 4,5 - 396 Alhambra Coral Gables	Switch Disconnect PNL LPL 7
40	Rooms 4,5 - 396 Alhambra Coral Gables	Switch Disconnect PNL LPL 6
41	Rooms 4,5 - 396 Alhambra Coral Gables	Switch Disconnect H5 and H6
42	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LP-5 Bottom
43	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LP-5 Top
44	Rooms 4,5 - 396 Alhambra Coral Gables	Main Breaker Disconnect Panel L5 Section 1
45	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel L5 Bottom
46	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel L5 Top
47	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel L5 Bottom (cover off)
48	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution panel #1 Top
49	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution panel #1 Bottom
50	Rooms 4,5 - 396 Alhambra Coral Gables	Main Breaker Disconnect Panel L4SA
51	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel L4SA Top
52	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel L4SA Bottom
53	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel H4SA Top
54	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel H4SA Bottom
55	Rooms 4,5 - 396 Alhambra Coral Gables	Main Breaker Disconnect #1
56	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel of #1
57	Rooms 4,5 - 396 Alhambra Coral Gables	Main Breaker Disconnect #2
58	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel of #2 Top
59	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel of #2 Bottom
60	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #4
61	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #3
62	Rooms 4,5 - 396 Alhambra Coral Gables	Main Breaker Disconnect Panel H3SA
63	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #5
64	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel H45
65	Rooms 4,5 - 396 Alhambra Coral Gables	Main Breaker Disconnect Panel H41-H45
66	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LT3
67	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #6
68	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel LT3
69	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #6
70	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #7
71	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #8
72	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel #9
73	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel H3S
74	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel H3S-2
75	Rooms 4,5 - 396 Alhambra Coral Gables	Distribution Panel H3S-3
76	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPH-2 Left
77	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPH-2 Right
78	Rooms 6,7,8 - 396 Alhambra Coral Gables	Main Switch for Power Panel PPH2

79	Rooms 6,7,8 - 396 Alhambra Coral Gables	Main Switch Transformer T1
80	Rooms 6,7,8 - 396 Alhambra Coral Gables	Switch Disconnect PNL LPL 2
81	Rooms 6,7,8 - 396 Alhambra Coral Gables	Main Switch for Panel LPL-1
82	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-2A
83	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-2A
84	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-2/2
85	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-2/2 (cover off)
86	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-2/2 (cover off)
87	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel L2 Section 1
88	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel L2 Section 2
89	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel H2 Top
90	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel H2 Bottom
91	Rooms 6,7,8 - 396 Alhambra Coral Gables	Main Switch for Power #1
92	Rooms 6,7,8 - 396 Alhambra Coral Gables	Switch Disconnect #1
93	Rooms 6,7,8 - 396 Alhambra Coral Gables	Switch Disconnect #2
94	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPEH-1 Top
95	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPEH-1 Bottom
96	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPEL-1 Top
97	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPEL-1 Bottom
98	Rooms 6,7,8 - 396 Alhambra Coral Gables	Main Breaker Disconnect PPH-1
99	Rooms 6,7,8 - 396 Alhambra Coral Gables	Main Breaker Disconnect PPEH-1
100	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel PPEH-1 Bottom
101	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel PPEH-1 Top
102	Rooms 6,7,8 - 396 Alhambra Coral Gables	Switch Disconnect #3 (cover off)
103	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-1A Top
104	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-1A Bottom
105	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-1B Top
106	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel LPL-1B Bottom
107	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel H1 Top
108	Rooms 6,7,8 - 396 Alhambra Coral Gables	Distribution Panel H1 Bottom
109	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Main Switch Panel PE1
110	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Main Switch Panel PE2
111	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Main Switch Panel PE3
112	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Main Switch Panel PE4
113	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel # 1 Bottom
114	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel # 1 Top
115	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Main Breaker #1
116	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel HER Top
117	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel HER Bottom
118	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel LER Top Left
119	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel LER Top Right
120	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel LER Bottom

121	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Switch Disconnect RDP (HR ATS)
122	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Switch Disconnect RDP (CH-1)
123	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel H1 Top
124	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel H1 Bottom
125	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Main Breaker Disconnect #1
126	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel #1 Left
127	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel #1 Right
128	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel H 15
129	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Master Panel Breaker LT 19 Left
130	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Master Panel Breaker LT 19 Right
131	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel L 13 Top
132	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Switch Disconnect L 13
133	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel L 13 Center
134	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel L 13 Bottom
135	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Switch Disconnect L 13
136	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Master Panel Breaker L 13 Left
137	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Master Panel Breaker L 13 Right
138	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel #2 Left
139	Rooms 9,10,11,12 - 396 Alhambra Coral Gables	Distribution Panel #2 Right
140	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 1 Right
141	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 1 Left
142	Rooms 13,14,15 - 396 Alhambra Coral Gables	Main Disconnect Panel #1
143	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 2 Top
144	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 2 Bottom
145	Rooms 13,14,15 - 396 Alhambra Coral Gables	Main Disconnect Panel #2
146	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 3 Right
147	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 3 Left
148	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 3 Left Top
149	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 3 Left Bottom
150	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 4 Left
151	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 4 Right
152	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 5 Top
153	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 5 Bottom
154	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # L11 Right
155	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # L11 Left
156	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel LT11 Left Top
157	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel LT11 Right Top
158	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel LT11 Bottom Right
159	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 6
160	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 7 Top
161	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 7 Bottom
162	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # LE11

163	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 8
164	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 9
165	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 10 Left Top
166	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 10 Right Top
167	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 11 Top
168	Rooms 13,14,15 - 396 Alhambra Coral Gables	Distribution Panel # 11 Bottom
169	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 1 Left
170	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 1 Right
171	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L9 Left
172	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L9 Right
173	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT9 Left
174	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT9 Right
175	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H Left
176	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H Bottom
177	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H Right
178	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L8 Left Bottom
179	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L8 Top
180	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L8 Bottom
181	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 2 Left
182	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 2 Right
183	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT8 Left
184	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT8 Right
185	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H8 Bottom Left
186	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H8 Top
187	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H8 Bottom
188	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # HE 8 Right
189	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # HE 8 Left
190	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LE 8 Top
191	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LE 8 Bottom
192	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 3 Top
193	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 3 Bottom
194	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 4 Top
195	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # 4 Bottom
196	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT7 Left
197	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT7 Right
198	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H7 Top
199	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H7 Bottom
200	Rooms 16,17,18 - 396 Alhambra Coral Gables	Fuse Disconnect H6N
201	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L6 Top
202	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L6 Bottom
203	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L8 Top
204	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # L8 Bottom

205	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT6 Top
206	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # LT6 Left Top
207	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H6 Top
208	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H6 Bottom
209	Rooms 16,17,18 - 396 Alhambra Coral Gables	Distribution Panel # H6 Bottom Right
210	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel L5NA Left
211	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel L5NA Right
212	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 1 Left
213	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 1 Right
214	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel LT 5 Top Left
215	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel LT 5 Bottom Left
216	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel LT 5 Top Right
217	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 2 Left Top
218	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 2 Left Bottom
219	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 2 Center
220	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # LE 5
221	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # LE 5
222	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 3 Left Top
223	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 3 Center
224	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 3 Bottom
225	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel LT 4 Top Left
226	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel LT 4 Top Right
227	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel LT 4 Bottom
228	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 4 Left Top
229	Rooms 19,20 - 396 Alhambra Coral Gables	Distribution Panel # 4 Center
230	Rooms 19,20 - 396 Alhambra Coral Gables	Disconnect RDP
231	Rooms 19,20 - 396 Alhambra Coral Gables	Disconnects ATS
232	Rooms 19,20 - 396 Alhambra Coral Gables	Main Disconnect ATS
233	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel FED VIA H3N
234	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 1 Top
235	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 1 Bottom
236	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 2 Top
237	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 2 Bottom
238	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 3 Top
239	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 3 Bottom
240	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel H3NA FED VIA ATS 3NA Top
241	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel H3NA FED VIA ATS 3NA Bottom
242	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel LT2 Top
243	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel LT2 Bottom
244	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 4
245	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel # 5
246	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel H2 Top

247	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel H2 Bottom
248	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel HEG Section 1
249	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel HEG Section 2 Top
250	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel HEG Section 2 Bottom
251	Rooms 21,22 - 396 Alhambra Coral Gables	Distribution Panel LEG
252	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breakers Panel H3NA
253	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breakers Panel H #1
254	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breakers Panel H #2
255	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breakers Panel H #3
256	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breakers Panel H #4
257	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breakers Panel H #5
258	Rooms 21,22 - 396 Alhambra Coral Gables	Main Breaker S. Tower Fire Pump

Conclusion

Level 3 – Important
Probable Deficiency

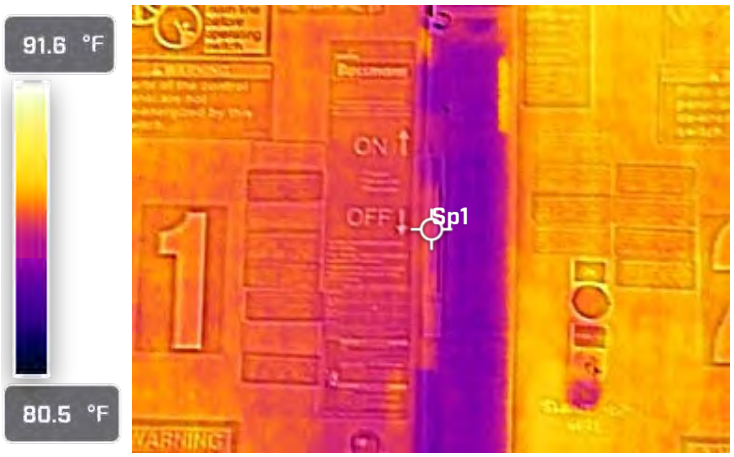
- **Distribution Panel LPL-2/2 (Rooms 6,7,8)** **observed 35 F temperature increase (109.7 F)**
- **Distribution Panel # LT6 Left Top (Rooms 16,17,18)** **observed 20 F temperature increase (90.2 F)**

The **observed conditions indicate probable deficiencies that need to be addressed to maintain system reliability**. Scheduling of corrective measures is required. Regular monitoring and semi-annual inspections are recommended to track the condition of the components and prevent future issues.

Thermals Scans

Results and Analysis of the thermal scans are attached in the subsequent pages

7/16/2024 10:39:38 AM



FLIR3968.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR3968.jpg
File size	378 KB
Width	320
Height	240
Minimum temp.	84.3 °F
Maximum temp.	88.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

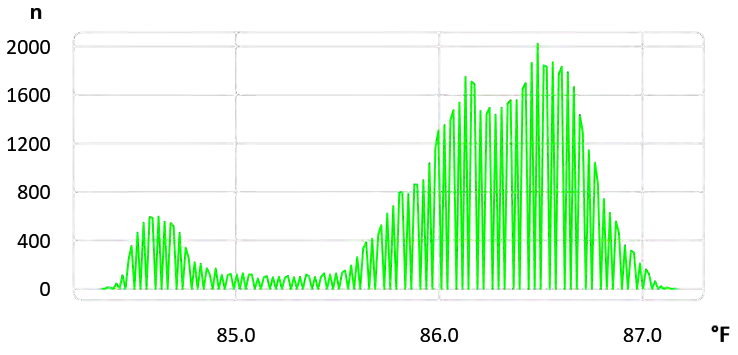
Measurements

Sp1	86.2 °F

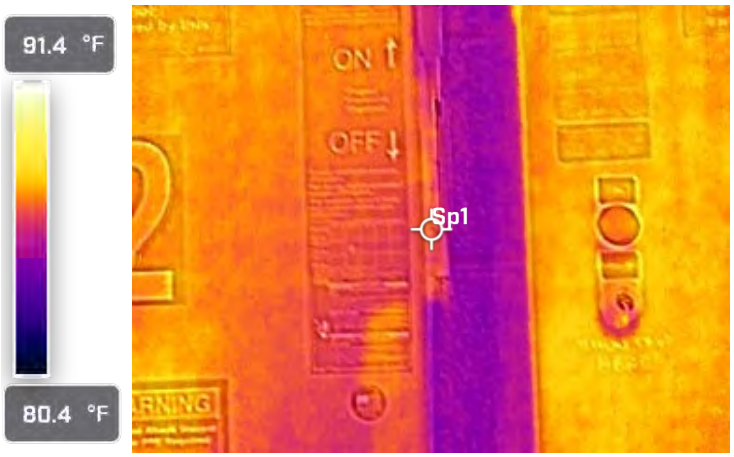
Main Fuse Disconnect #1

Note

Note	



7/16/2024 10:40:01 AM



FLIR3971.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR3971.jpg
File size	379 KB
Width	320
Height	240
Minimum temp.	84.6 °F
Maximum temp.	88.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

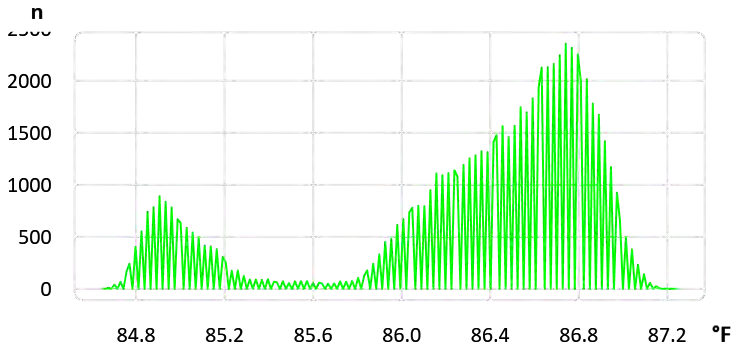
Measurements

Sp1	86.8 °F

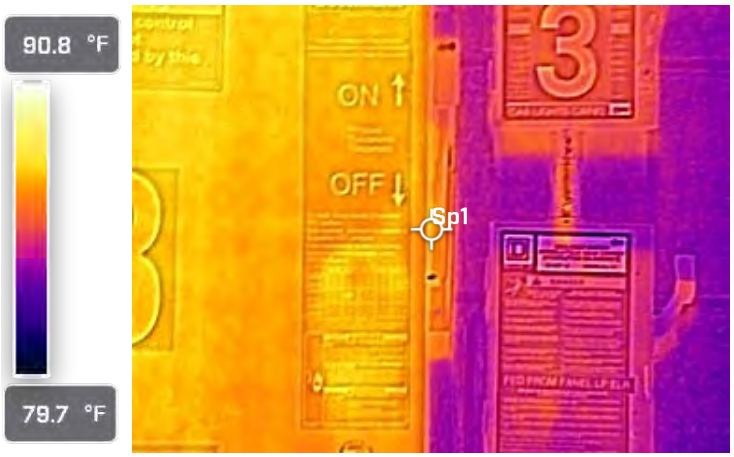
Main Fuse Disconnect #2

Note

Note	



7/16/2024 10:40:23 AM



FLIR3974.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR3974.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	82.7 °F
Maximum temp.	88.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

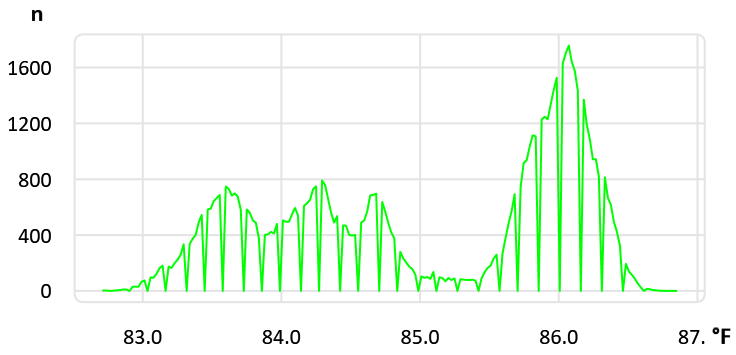
Measurements

Sp1	86.9 °F

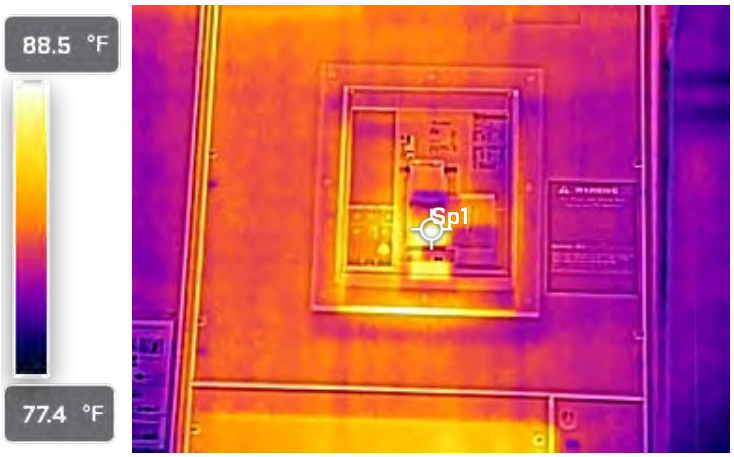
Main Fuse Disconnect #3

Note

Note	



7/16/2024 10:50:29 AM



FLIR4006.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4006.jpg
File size	359 KB
Width	320
Height	240
Minimum temp.	77.8 °F
Maximum temp.	89.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

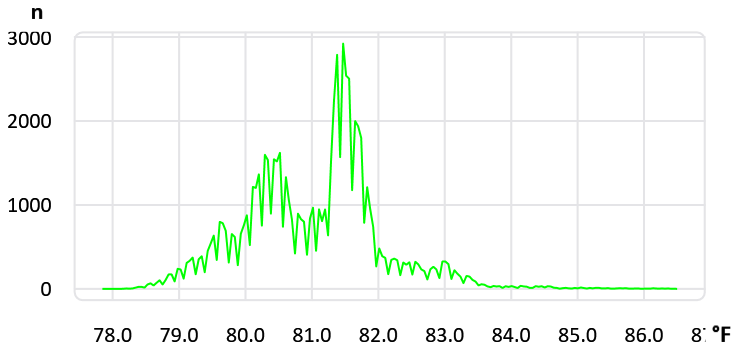
Measurements

Sp1	89.3 °F

Main Disconnect #1

Note

Note	



7/16/2024 10:51:43 AM

FLIR4011.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4011.jpg
File size	364 KB
Width	320
Height	240
Minimum temp.	78.6 °F
Maximum temp.	117.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	84.8 °F
Sp2	88.3 °F
Sp3	84.8 °F

Disconnect WP #1

Note

Note	

7/16/2024 10:51:53 AM

FLIR4013.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4013.jpg
File size	341 KB
Width	320
Height	240
Minimum temp.	80.6 °F
Maximum temp.	117.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

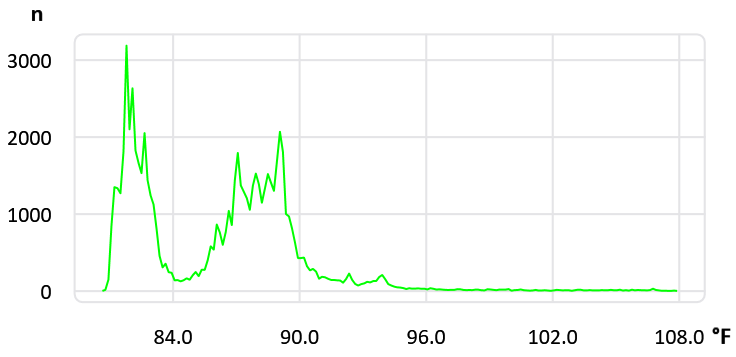
Measurements

Sp1	88.9 °F

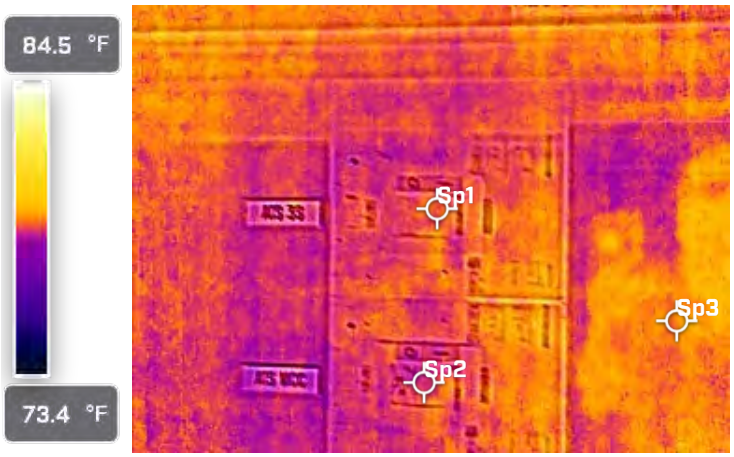
Disconnect WP #2

Note

Note	



7/16/2024 10:52:55 AM



FLIR4018.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4018.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	78.3 °F
Maximum temp.	80.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

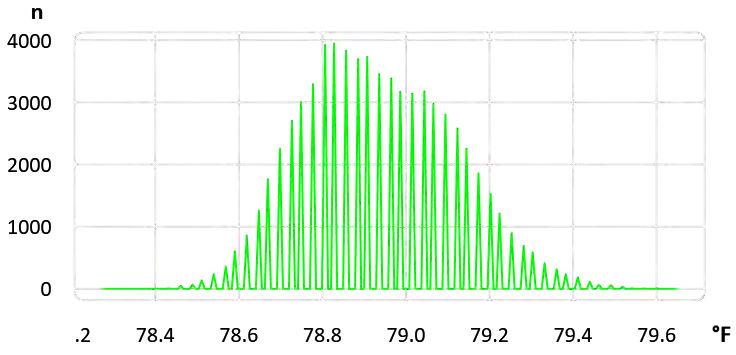
Measurements

Sp1	79.1 °F
Sp2	78.9 °F
Sp3	79.5 °F

Disconnect Panel GDP

Note

Note	



7/16/2024 10:56:02 AM

FLIR4022.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4022.jpg
File size	389 KB
Width	320
Height	240
Minimum temp.	82.0 °F
Maximum temp.	118.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

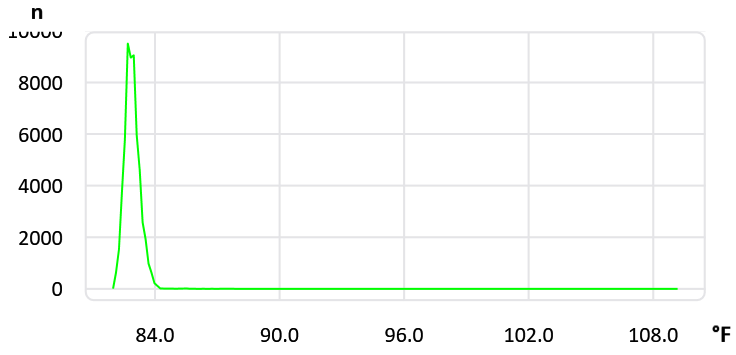
Measurements

Sp1	83.3 °F
Sp2	83.0 °F
Sp3	83.0 °F
Sp4	83.9 °F
Sp5	92.8 °F
Sp6	83.5 °F

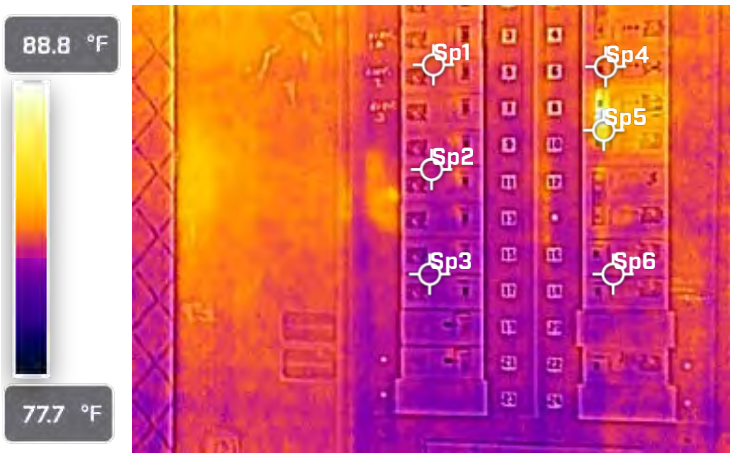
Distribution Panel LPL-8B Top

Note

Note	



7/16/2024 10:56:07 AM



FLIR4024.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4024.jpg
File size	399 KB
Width	320
Height	240
Minimum temp.	81.3 °F
Maximum temp.	99.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	82.9 °F
Sp2	82.5 °F
Sp3	82.0 °F
Sp4	83.2 °F
Sp5	85.5 °F
Sp6	82.3 °F

Distribution Panel LPL-8B Bottom

Note

Note	

7/16/2024 10:57:04 AM

FLIR4028.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4028.jpg
File size	410 KB
Width	320
Height	240
Minimum temp.	80.4 °F
Maximum temp.	83.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

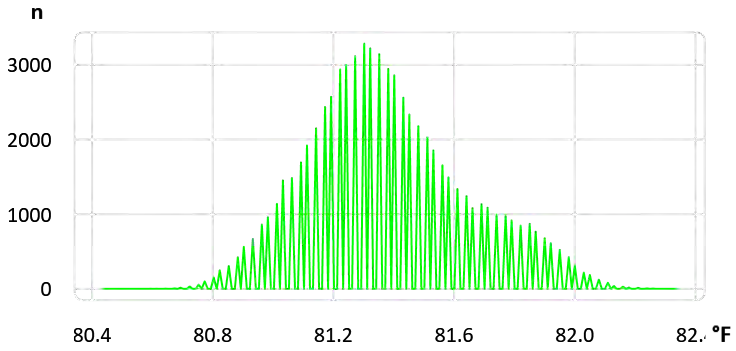
Measurements

Sp1	81.5 °F
Sp2	81.1 °F
Sp3	81.2 °F
Sp4	81.3 °F
Sp5	81.6 °F
Sp6	81.5 °F
Sp7	81.5 °F
Sp8	81.3 °F

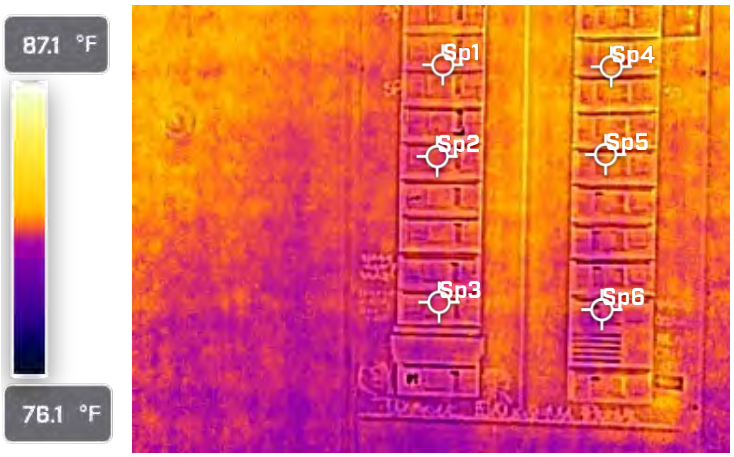
Distribution Panel LPL-8A Top

Note

Note	



7/16/2024 10:57:09 AM



FLIR4030.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4030.jpg
File size	412 KB
Width	320
Height	240
Minimum temp.	80.6 °F
Maximum temp.	82.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

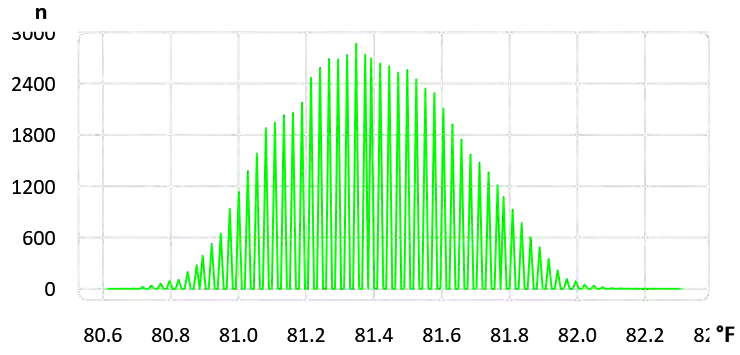
Measurements

Sp1	81.6 °F
Sp2	81.6 °F
Sp3	81.4 °F
Sp4	81.8 °F
Sp5	81.8 °F
Sp6	81.4 °F

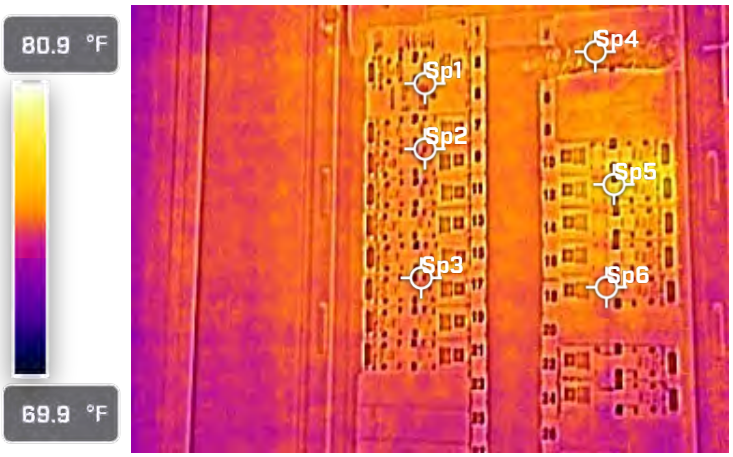
Distribution Panel LPL-8A Bottom

Note

Note	



7/16/2024 11:06:22 AM



FLIR4041.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4041.jpg
File size	420 KB
Width	320
Height	240
Minimum temp.	73.5 °F
Maximum temp.	78.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

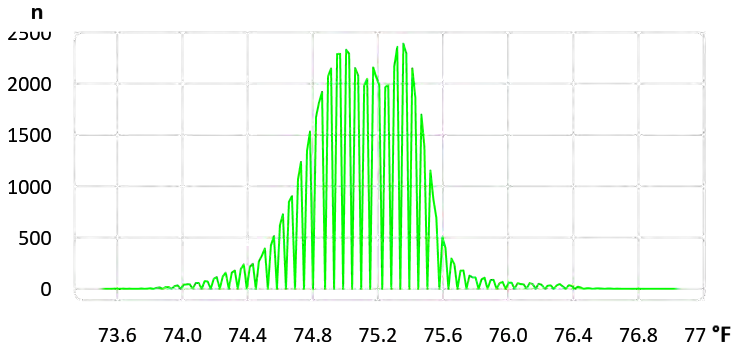
Measurements

Sp1	75.8 °F
Sp2	75.7 °F
Sp3	75.7 °F
Sp4	76.1 °F
Sp5	77.0 °F
Sp6	75.9 °F

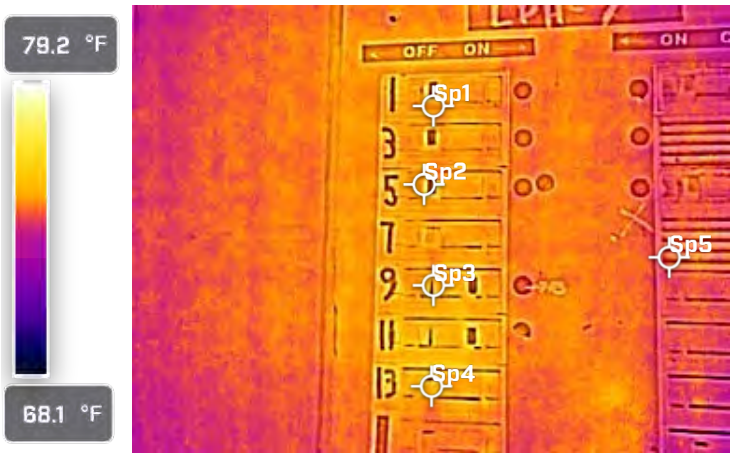
Distribution Panel H7

Note

Note	



7/16/2024 11:07:03 AM



FLIR4048.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4048.jpg
File size	411 KB
Width	320
Height	240
Minimum temp.	72.9 °F
Maximum temp.	75.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

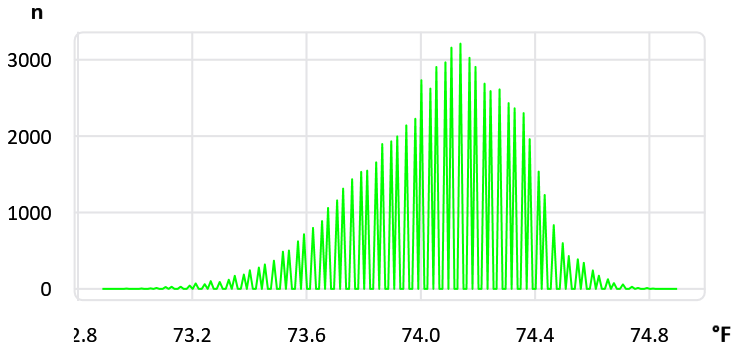
Measurements

Sp1	74.9 °F
Sp2	74.9 °F
Sp3	75.0 °F
Sp4	75.1 °F
Sp5	74.5 °F

Distribution Panel LPH-7

Note

Note	



7/16/2024 11:07:31 AM

FLIR4051.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4051.jpg
File size	387 KB
Width	320
Height	240
Minimum temp.	72.3 °F
Maximum temp.	76.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

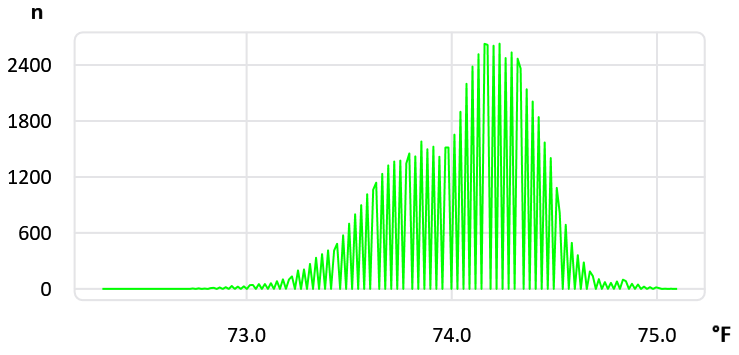
Measurements

Sp1	74.9 °F
Sp2	75.1 °F
Sp3	74.7 °F
Sp4	75.0 °F
Sp5	75.5 °F
Sp6	75.0 °F

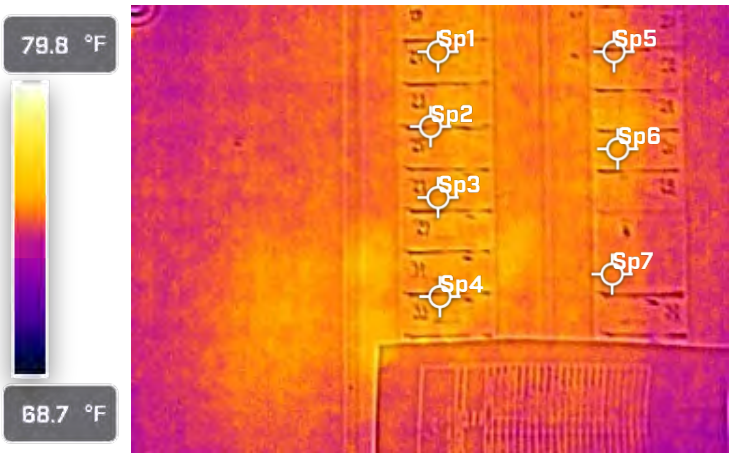
Distribution Panel LPL-7

Note

Note	



7/16/2024 11:07:36 AM



FLIR4053.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4053.jpg
File size	375 KB
Width	320
Height	240
Minimum temp.	72.4 °F
Maximum temp.	76.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

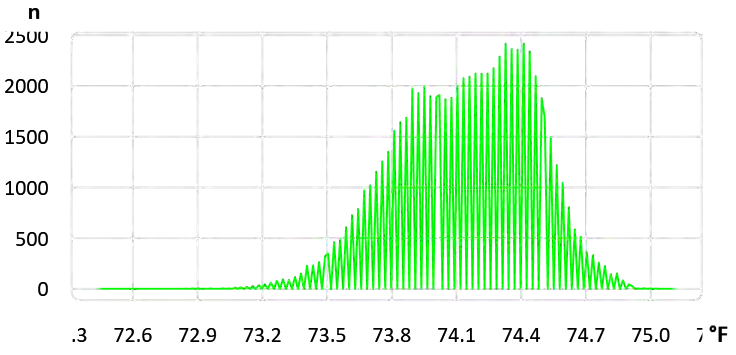
Measurements

Sp1	75.2 °F
Sp2	75.1 °F
Sp3	75.3 °F
Sp4	75.3 °F
Sp5	74.9 °F
Sp6	75.3 °F
Sp7	74.9 °F

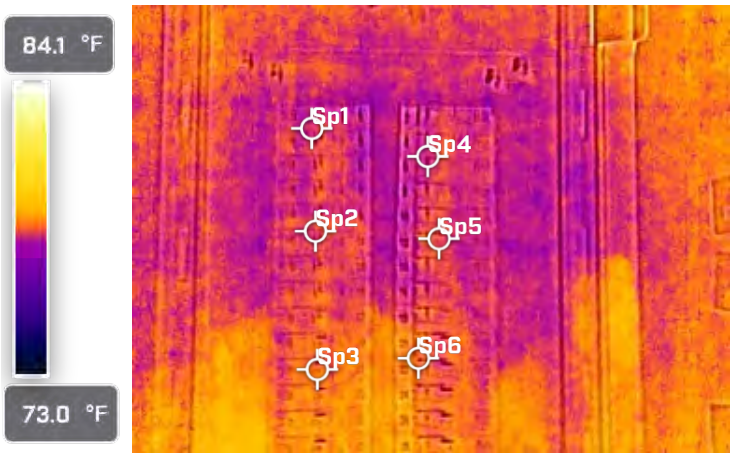
Distribution Panel LPL-7 Bottom

Note

Note	



7/16/2024 11:11:22 AM



FLIR4057.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4057.jpg
File size	390 KB
Width	320
Height	240
Minimum temp.	77.5 °F
Maximum temp.	80.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

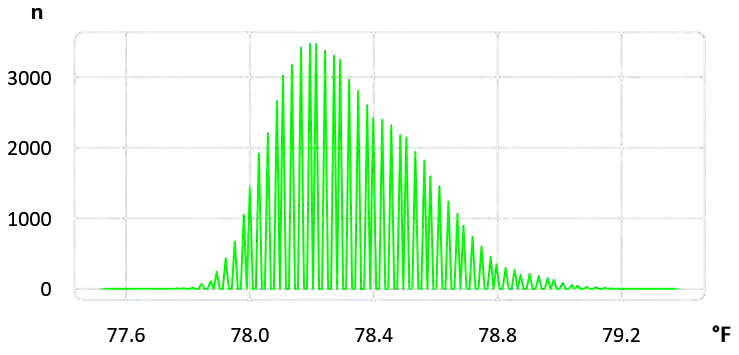
Measurements

Sp1	78.4 °F
Sp2	78.5 °F
Sp3	78.8 °F
Sp4	78.3 °F
Sp5	78.5 °F
Sp6	78.7 °F

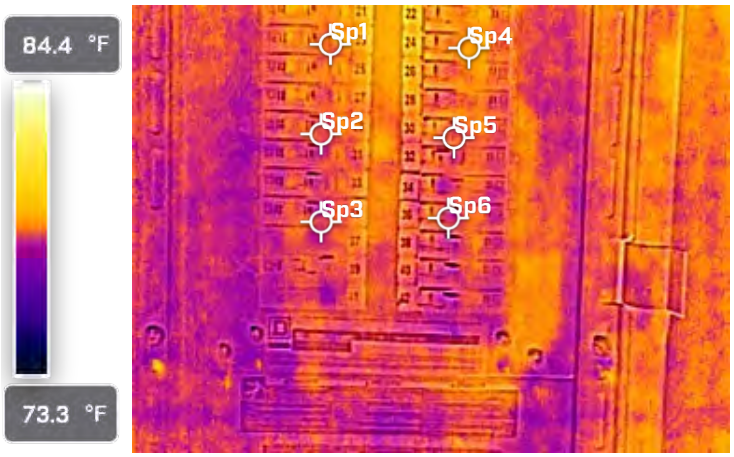
Distribution Panel T1 Top

Note

Note	



7/16/2024 11:11:27 AM



FLIR4059.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4059.jpg
File size	418 KB
Width	320
Height	240
Minimum temp.	77.6 °F
Maximum temp.	80.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

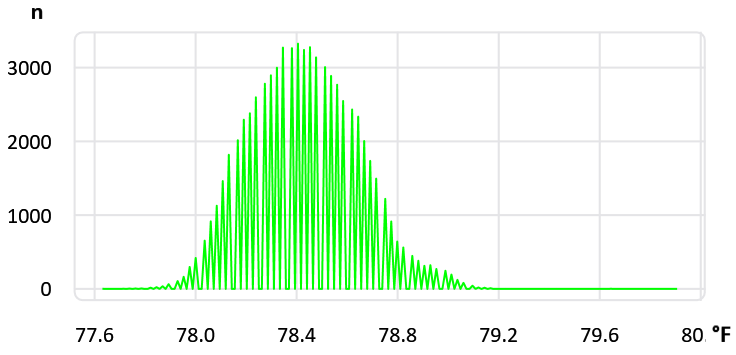
Measurements

Sp1	78.8 °F
Sp2	78.7 °F
Sp3	78.5 °F
Sp4	79.3 °F
Sp5	78.7 °F
Sp6	78.5 °F

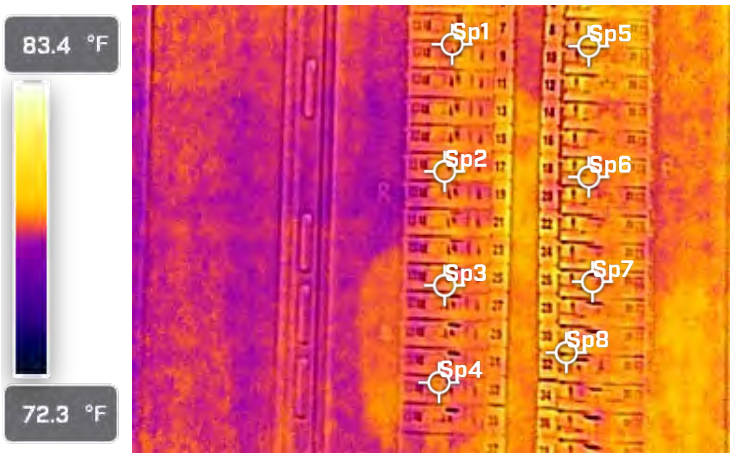
Distribution Panel T1 Bottom

Note

Note	



7/16/2024 11:11:32 AM



FLIR4061.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4061.jpg
File size	423 KB
Width	320
Height	240
Minimum temp.	76.9 °F
Maximum temp.	79.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

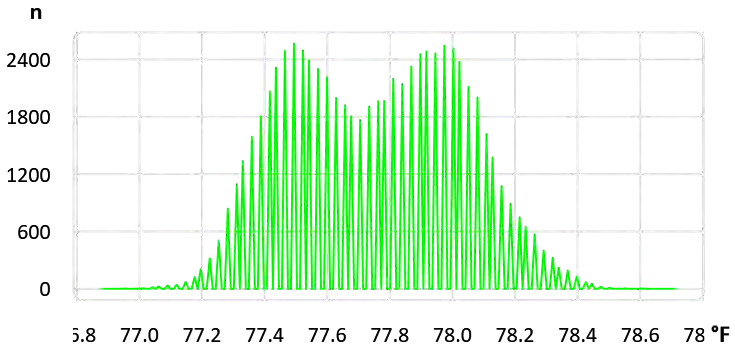
Measurements

Sp1	78.1 °F
Sp2	78.3 °F
Sp3	78.2 °F
Sp4	78.3 °F
Sp5	78.6 °F
Sp6	78.5 °F
Sp7	78.3 °F
Sp8	78.5 °F

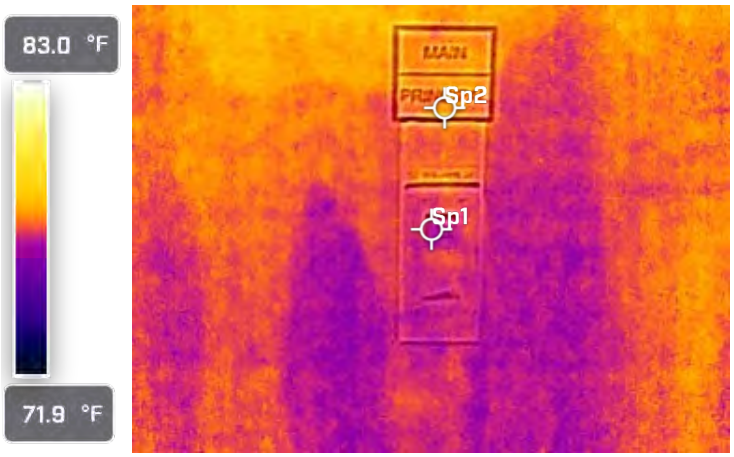
Distribution Panel T1 Center

Note

Note	



7/16/2024 11:11:52 AM



FLIR4064.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4064.jpg
File size	376 KB
Width	320
Height	240
Minimum temp.	76.3 °F
Maximum temp.	79.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

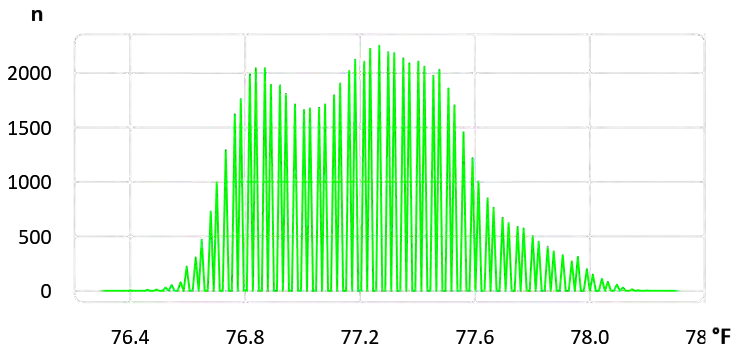
Measurements

Sp1	76.9 °F
Sp2	78.1 °F

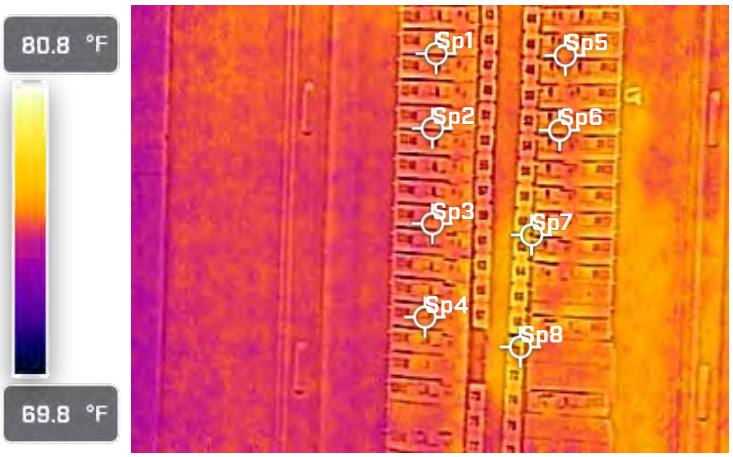
Main Disconnect #2

Note

Note	



7/16/2024 11:12:34 AM



FLIR4068.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4068.jpg
File size	412 KB
Width	320
Height	240
Minimum temp.	73.9 °F
Maximum temp.	76.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

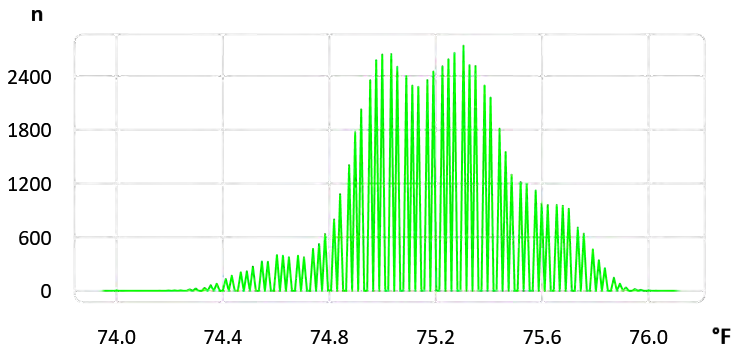
Measurements

Sp1	75.7 °F
Sp2	75.6 °F
Sp3	75.7 °F
Sp4	75.9 °F
Sp5	75.8 °F
Sp6	75.9 °F
Sp7	76.3 °F
Sp8	76.2 °F

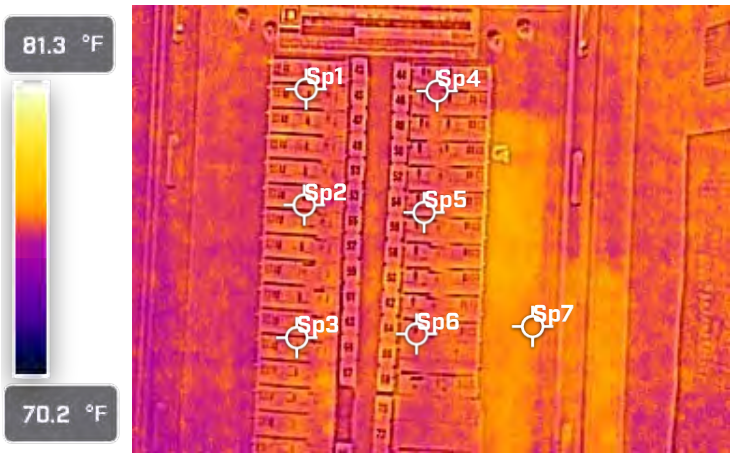
Distribution Panel L7 Bottom

Note

Note	



7/16/2024 11:12:28 AM



FLIR4066.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4066.jpg
File size	417 KB
Width	320
Height	240
Minimum temp.	74.6 °F
Maximum temp.	77.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

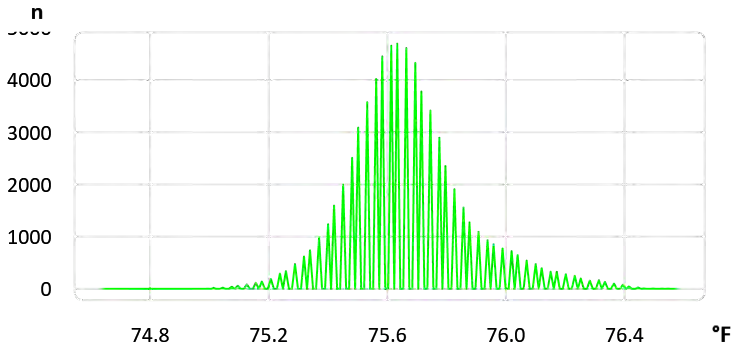
Measurements

Sp1	76.2 °F
Sp2	75.8 °F
Sp3	75.9 °F
Sp4	75.8 °F
Sp5	75.9 °F
Sp6	75.9 °F
Sp7	76.4 °F

Distribution Panel L7 Top

Note

Note	



7/16/2024 11:13:22 AM

FLIR4071.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4071.jpg
File size	403 KB
Width	320
Height	240
Minimum temp.	76.9 °F
Maximum temp.	80.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

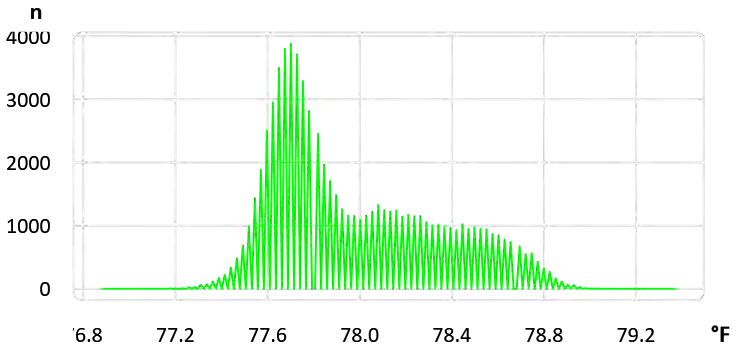
Measurements

Sp1	78.0 °F

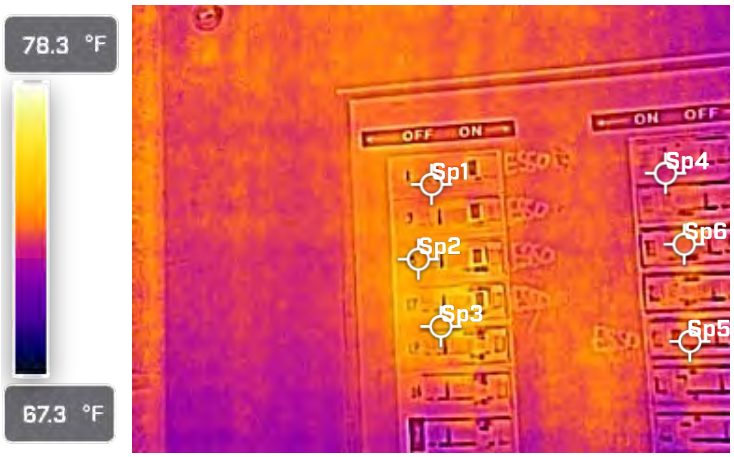
Main Fuse Disconnect T7

Note

Note	



7/16/2024 11:18:41 AM



FLIR4083.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4083.jpg
File size	398 KB
Width	320
Height	240
Minimum temp.	70.8 °F
Maximum temp.	74.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

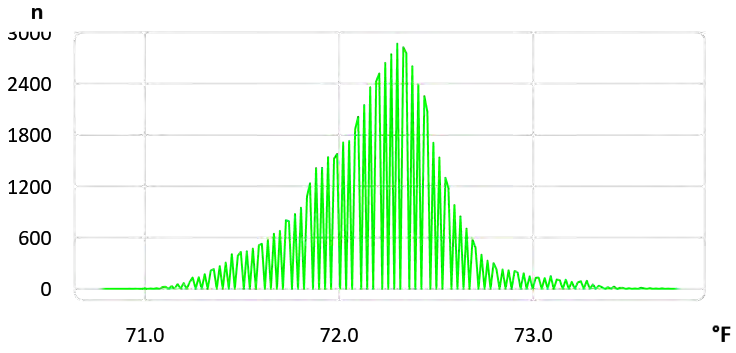
Measurements

Sp1	73.0 °F
Sp2	73.4 °F
Sp3	73.9 °F
Sp4	72.3 °F
Sp5	72.8 °F
Sp6	73.0 °F

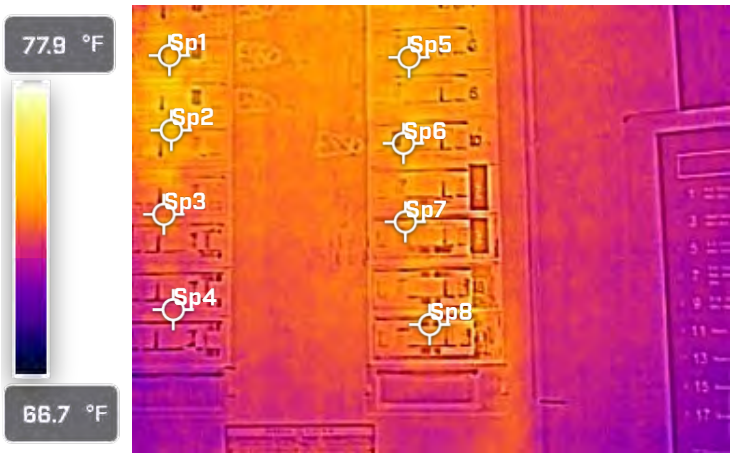
Distribution Panel LPH-6 Top

Note

Note	



7/16/2024 11:18:46 AM



FLIR4085.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4085.jpg
File size	376 KB
Width	320
Height	240
Minimum temp.	70.0 °F
Maximum temp.	74.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

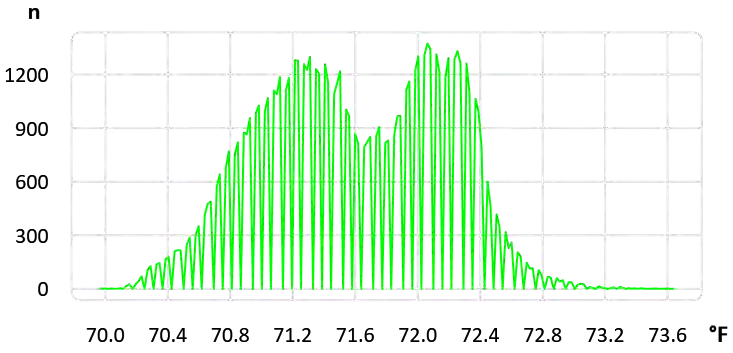
Measurements

Sp1	73.4 °F
Sp2	74.2 °F
Sp3	72.6 °F
Sp4	71.9 °F
Sp5	73.4 °F
Sp6	73.3 °F
Sp7	73.1 °F
Sp8	72.8 °F

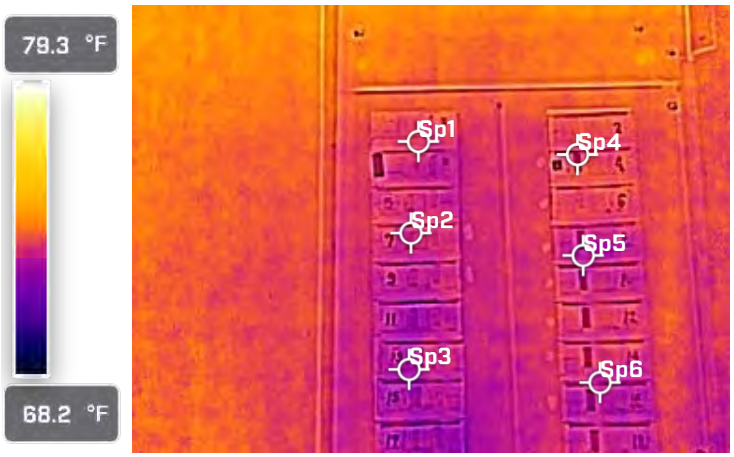
Distribution Panel LPH-6 Bottom

Note

Note	



7/16/2024 11:19:14 AM



FLIR4088.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4088.jpg
File size	376 KB
Width	320
Height	240
Minimum temp.	71.9 °F
Maximum temp.	75.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

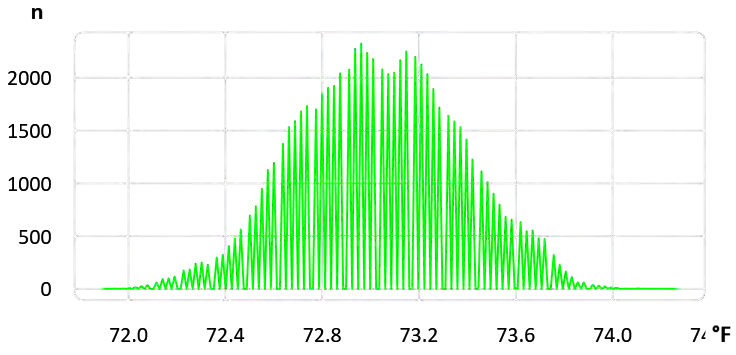
Measurements

Sp1	73.3 °F
Sp2	73.0 °F
Sp3	72.6 °F
Sp4	73.1 °F
Sp5	72.6 °F
Sp6	72.8 °F

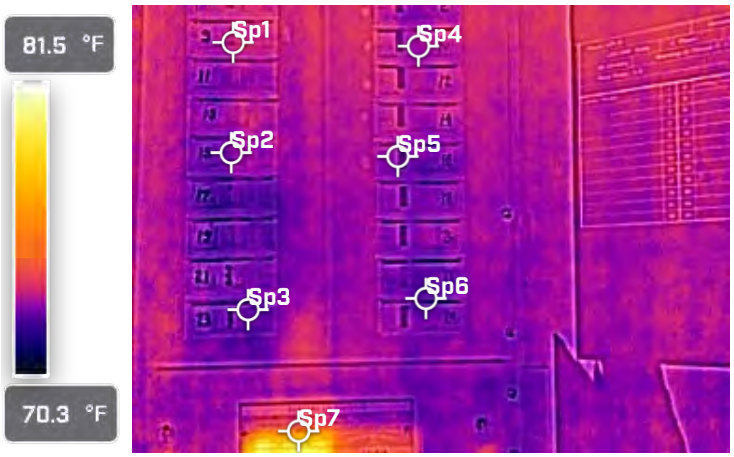
Distribution Panel LPL-6 Top

Note

Note	



7/16/2024 11:19:18 AM



FLIR4090.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4090.jpg
File size	383 KB
Width	320
Height	240
Minimum temp.	71.9 °F
Maximum temp.	80.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

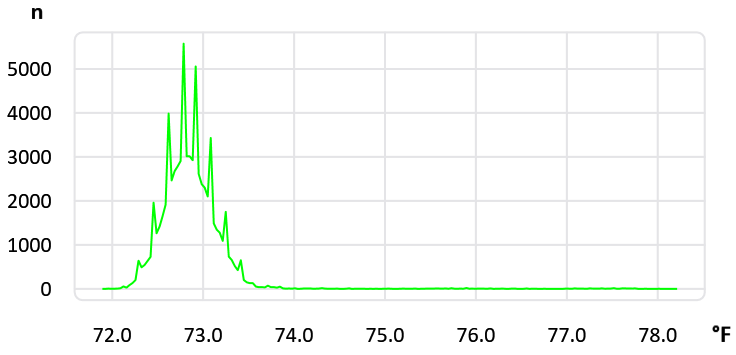
Measurements

Sp1	73.5 °F
Sp2	72.8 °F
Sp3	72.5 °F
Sp4	73.2 °F
Sp5	72.9 °F
Sp6	72.6 °F
Sp7	76.1 °F

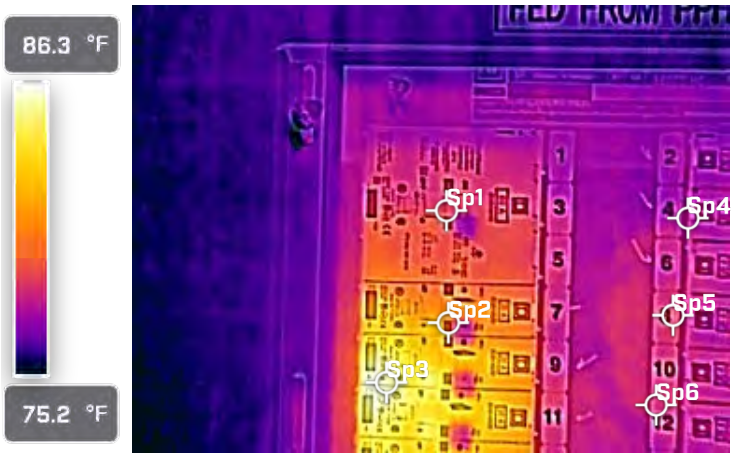
Text annotations

Note

Note	



7/16/2024 11:19:59 AM



FLIR4093.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4093.jpg
File size	405 KB
Width	320
Height	240
Minimum temp.	73.6 °F
Maximum temp.	86.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

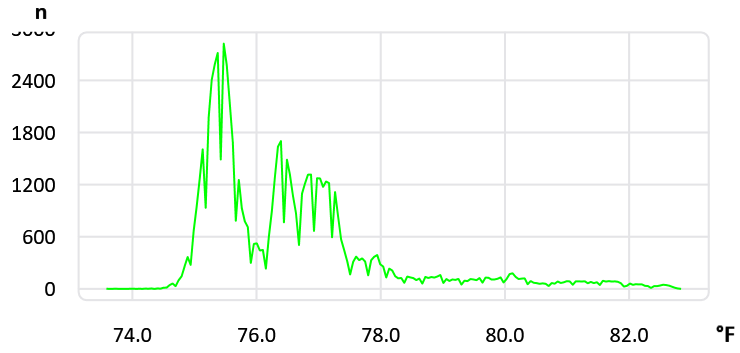
Measurements

Sp1	78.8 °F
Sp2	80.8 °F
Sp3	85.5 °F
Sp4	78.0 °F
Sp5	78.7 °F
Sp6	78.2 °F

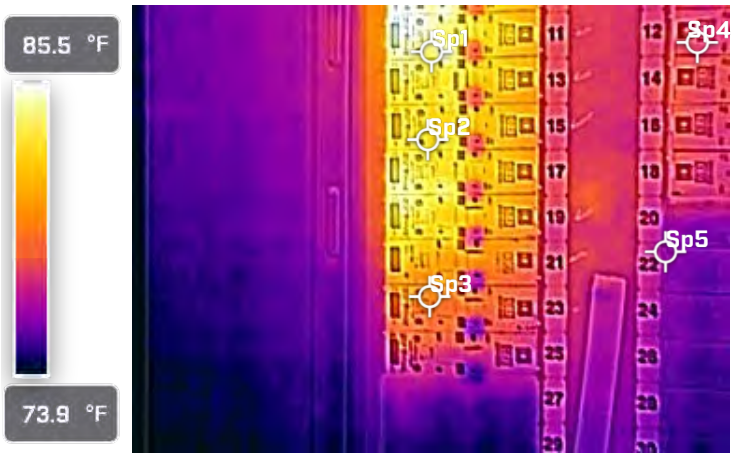
Distribution Panel H6 Top

Note

Note	



7/16/2024 11:20:07 AM



FLIR4095.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4095.jpg
File size	408 KB
Width	320
Height	240
Minimum temp.	72.7 °F
Maximum temp.	86.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

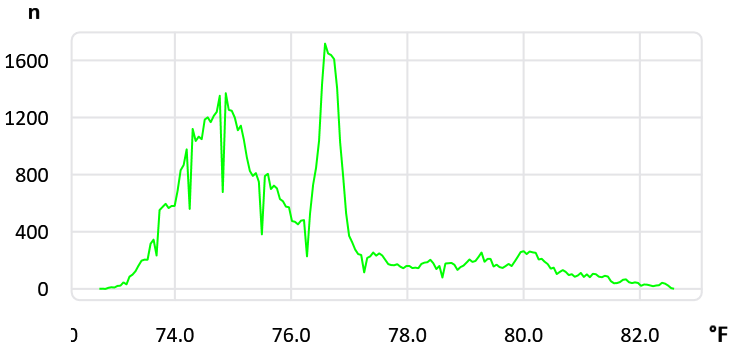
Measurements

Sp1	84.1 °F
Sp2	82.6 °F
Sp3	79.8 °F
Sp4	78.0 °F
Sp5	76.3 °F

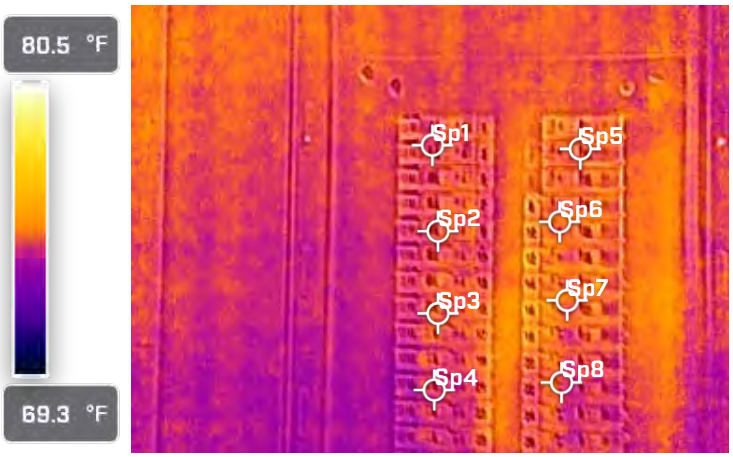
Distribution Panel H6 Bottom

Note

Note	



7/16/2024 11:23:10 AM



FLIR4102.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4102.jpg
File size	390 KB
Width	320
Height	240
Minimum temp.	73.0 °F
Maximum temp.	75.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

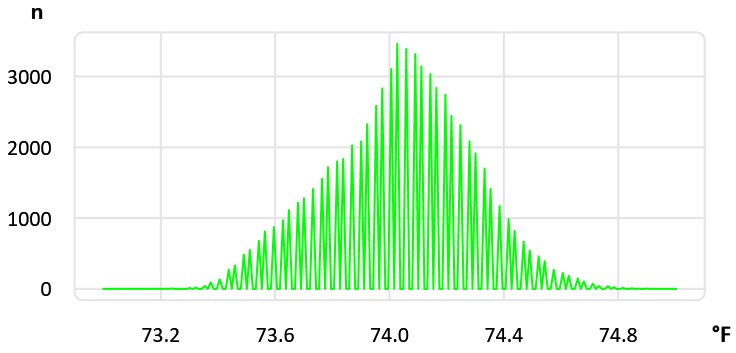
Measurements

Sp1	74.2 °F
Sp2	74.4 °F
Sp3	74.6 °F
Sp4	74.3 °F
Sp5	74.6 °F
Sp6	74.8 °F
Sp7	74.7 °F
Sp8	74.3 °F

Distribution Panel L6 Section 1 Top

Note

Note	



7/16/2024 11:23:16 AM

FLIR4104.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4104.jpg
File size	404 KB
Width	320
Height	240
Minimum temp.	72.5 °F
Maximum temp.	75.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

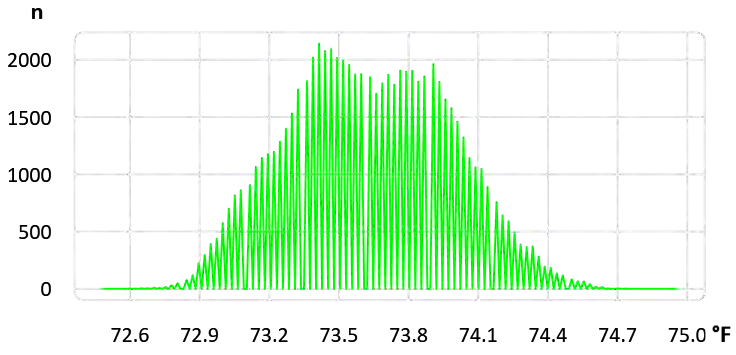
Measurements

Sp1	74.5 °F
Sp2	74.4 °F
Sp3	74.2 °F
Sp4	73.8 °F
Sp5	74.5 °F
Sp6	74.4 °F
Sp7	73.9 °F
Sp8	73.6 °F

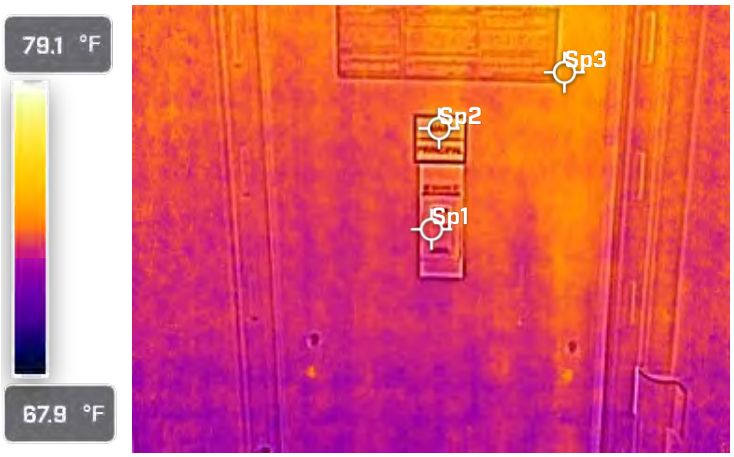
Text annotations

Note

Note	



7/16/2024 11:23:25 AM



FLIR4108.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4108.jpg
File size	370 KB
Width	320
Height	240
Minimum temp.	71.4 °F
Maximum temp.	74.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

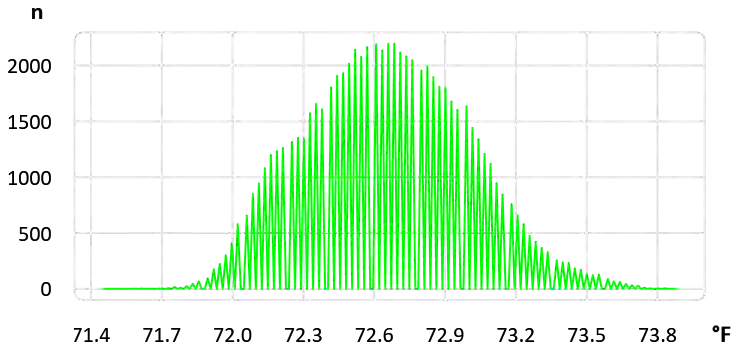
Measurements

Sp1	73.2 °F
Sp2	73.5 °F
Sp3	74.1 °F

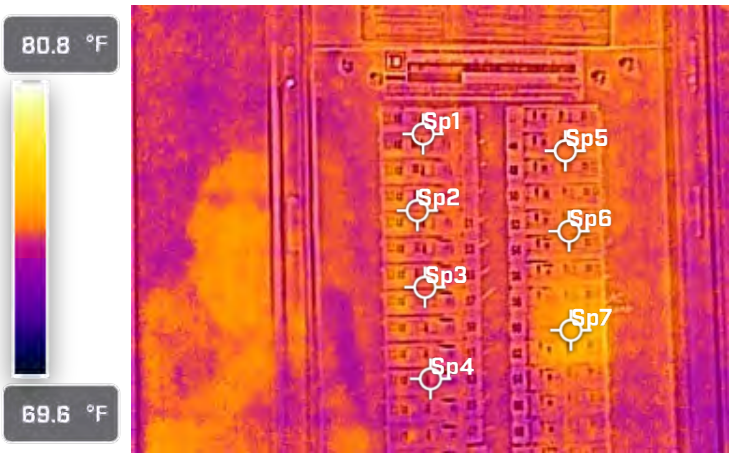
Main Disconnect #3

Note

Note	



7/16/2024 11:24:00 AM



FLIR4112.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4112.jpg
File size	404 KB
Width	320
Height	240
Minimum temp.	73.3 °F
Maximum temp.	76.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

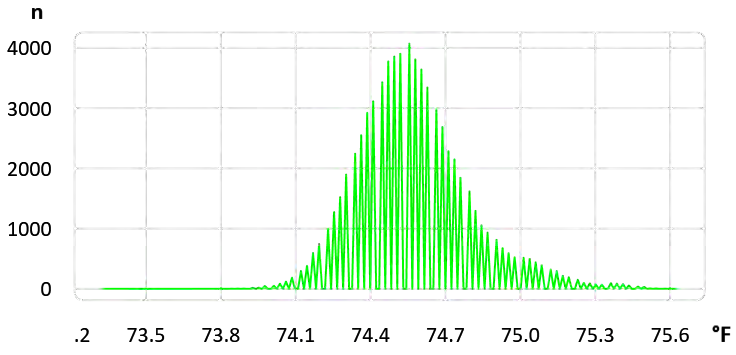
Measurements

Sp1	74.8 °F
Sp2	75.0 °F
Sp3	75.0 °F
Sp4	74.8 °F
Sp5	75.2 °F
Sp6	75.2 °F
Sp7	76.2 °F

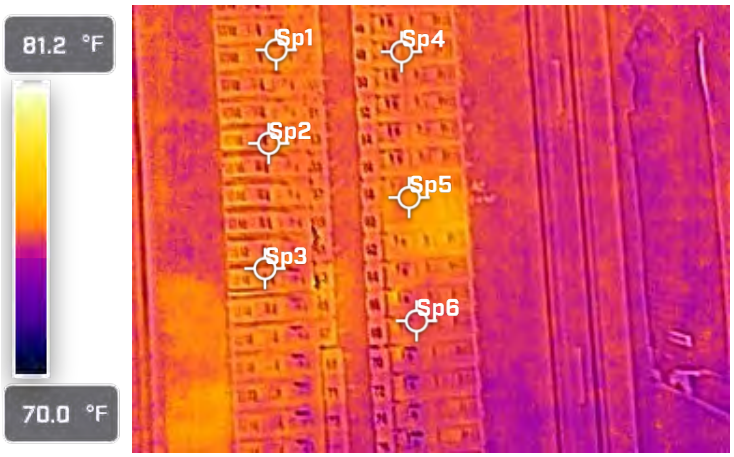
Distribution Panel L6 Section 2 Top

Note

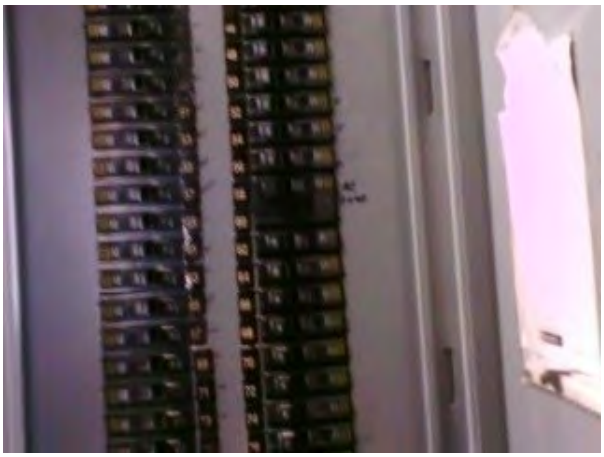
Note	



7/16/2024 11:24:11 AM



FLIR4114.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4114.jpg
File size	397 KB
Width	320
Height	240
Minimum temp.	74.1 °F
Maximum temp.	76.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

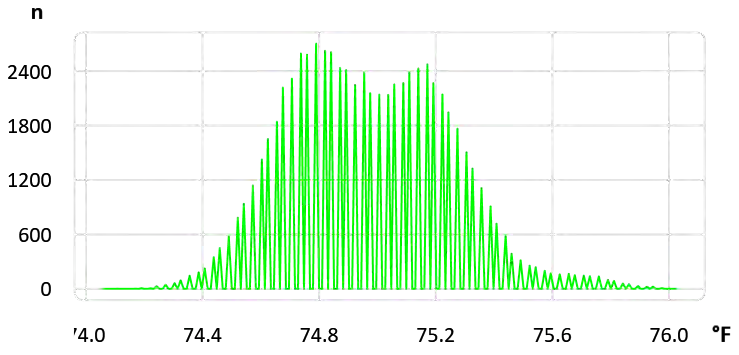
Measurements

Sp1	75.8 °F
Sp2	75.8 °F
Sp3	75.6 °F
Sp4	75.7 °F
Sp5	76.0 °F
Sp6	75.1 °F

Distribution Panel L6 Section 2 Bottom

Note

Note	



7/16/2024 11:24:33 AM

FLIR4117.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	81.0 °F
Atmospheric temp.	83.0 °F
Relative humidity	40.0%

File information

File name	FLIR4117.jpg
File size	391 KB
Width	320
Height	240
Minimum temp.	74.5 °F
Maximum temp.	78.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

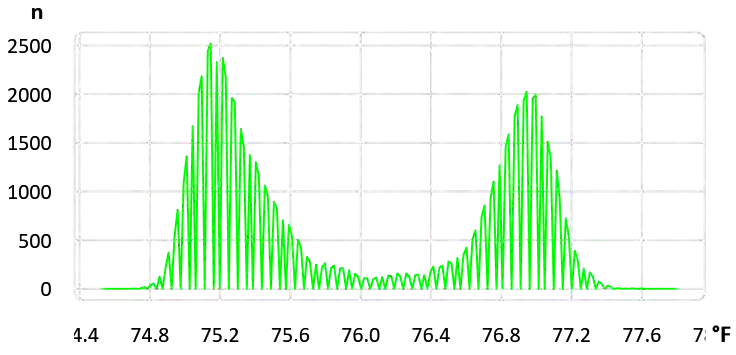
Measurements

Sp1	75.6 °F

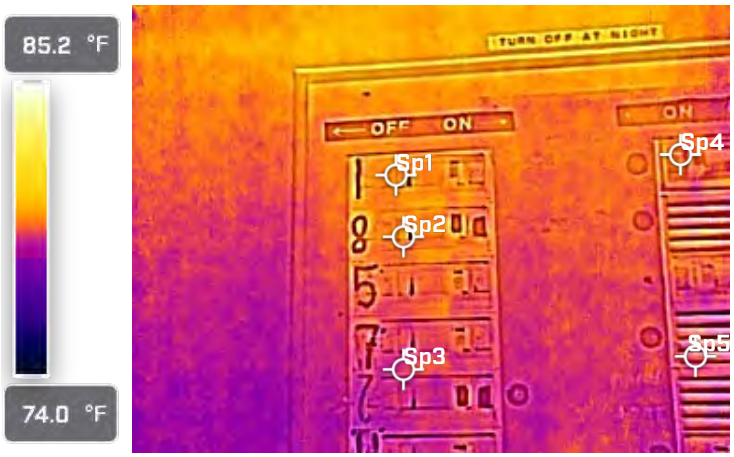
Main Fuse Disconnect T6

Note

Note	



7/16/2024 11:30:18 AM



FLIR4130.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4130.jpg
File size	414 KB
Width	320
Height	240
Minimum temp.	78.1 °F
Maximum temp.	81.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

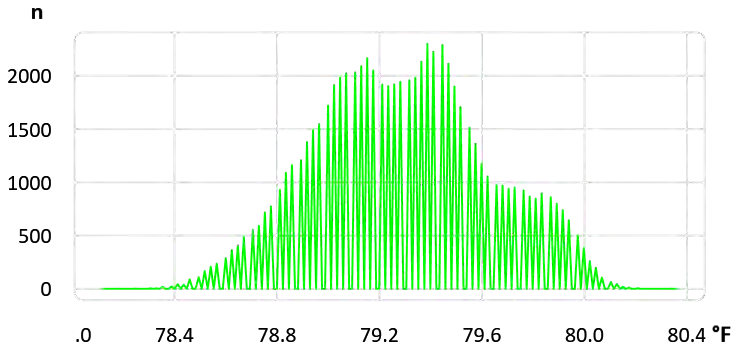
Measurements

Sp1	80.1 °F
Sp2	80.2 °F
Sp3	79.4 °F
Sp4	79.7 °F
Sp5	79.6 °F

Distribution Panel LPH-5 Top

Note

Note	



7/16/2024 11:30:22 AM

FLIR4132.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4132.jpg
File size	407 KB
Width	320
Height	240
Minimum temp.	77.2 °F
Maximum temp.	85.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

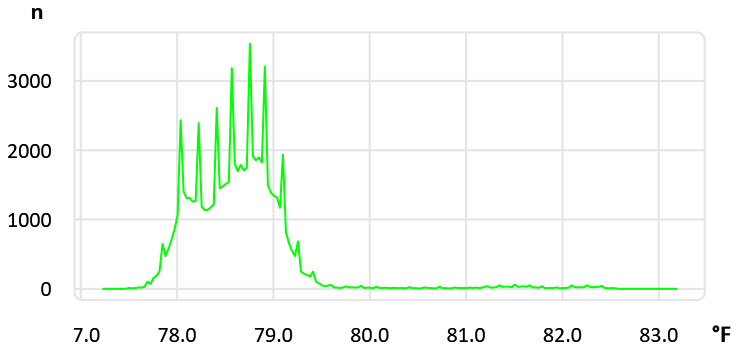
Measurements

Sp1	79.9 °F
Sp2	79.5 °F
Sp3	79.0 °F
Sp4	79.7 °F
Sp5	79.8 °F
Sp6	80.5 °F
Sp7	83.0 °F

Distribution Panel LPH-5 Bottom Left

Note

Note	



7/16/2024 11:30:37 AM

FLIR4134.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4134.jpg
File size	399 KB
Width	320
Height	240
Minimum temp.	76.7 °F
Maximum temp.	84.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

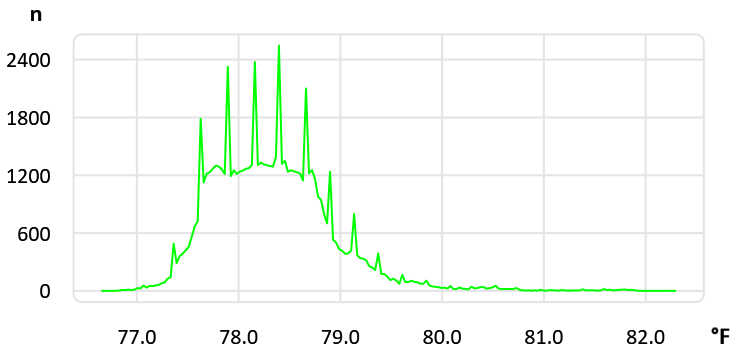
Measurements

Sp1	79.3 °F
Sp2	79.7 °F
Sp3	83.5 °F

Distribution Panel LPH-5 Bottom Right

Note

Note	



7/16/2024 11:31:18 AM

FLIR4137.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4137.jpg
File size	392 KB
Width	320
Height	240
Minimum temp.	74.4 °F
Maximum temp.	82.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

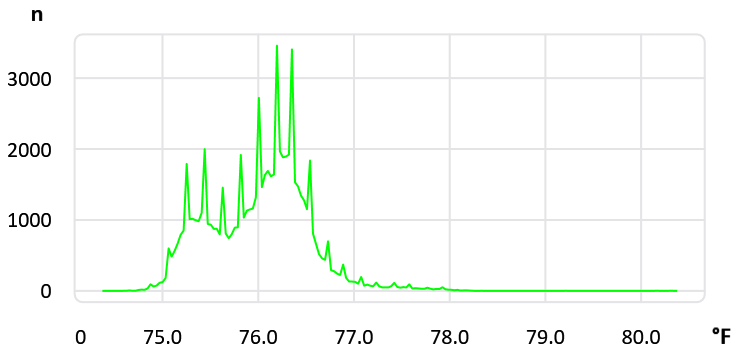
Measurements

Sp1	76.8 °F
Sp2	78.8 °F
Sp3	76.8 °F

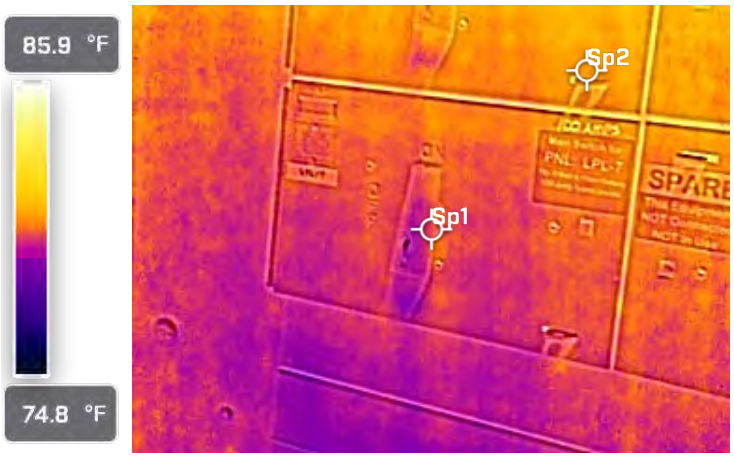
Main Switch Transformer T2

Note

Note	



7/16/2024 11:32:10 AM



FLIR4143.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4143.jpg
File size	389 KB
Width	320
Height	240
Minimum temp.	78.9 °F
Maximum temp.	81.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

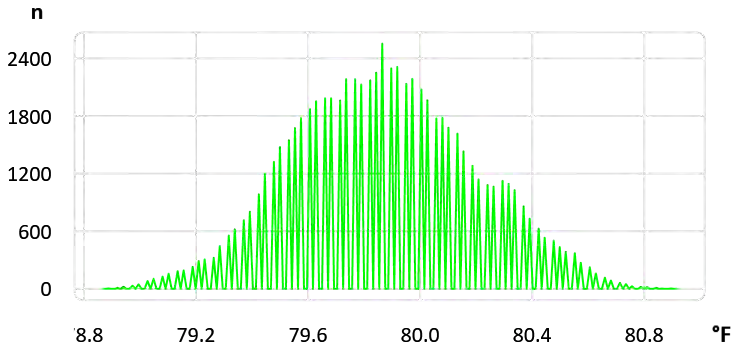
Measurements

Sp1	80.2 °F
Sp2	80.8 °F

Switch Disconnect PNL LPL 7

Note

Note	



7/16/2024 11:32:18 AM

FLIR4145.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4145.jpg
File size	400 KB
Width	320
Height	240
Minimum temp.	80.1 °F
Maximum temp.	83.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

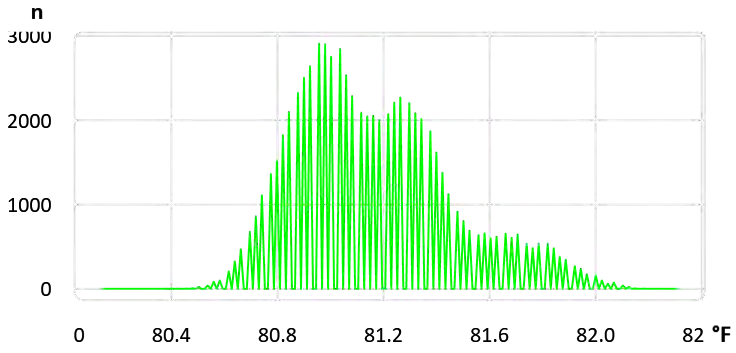
Measurements

Sp1	81.0 °F
Sp2	81.0 °F
Sp3	81.7 °F

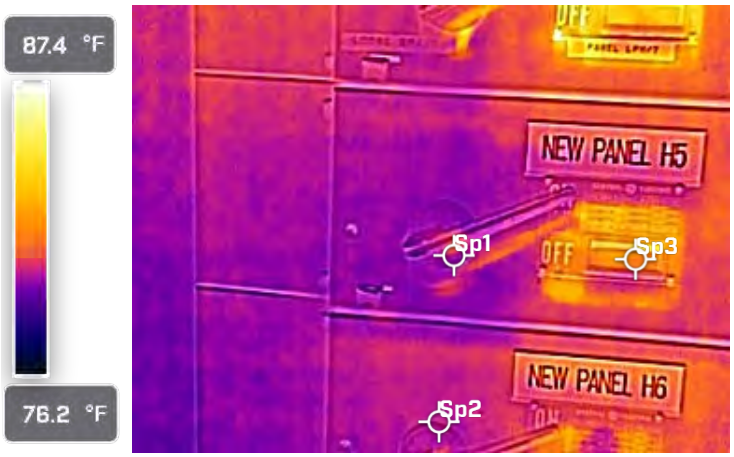
Switch Disconnect PNL LPL 6

Note

Note	



7/16/2024 11:31:27 AM



FLIR4139.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4139.jpg
File size	384 KB
Width	320
Height	240
Minimum temp.	78.8 °F
Maximum temp.	89.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

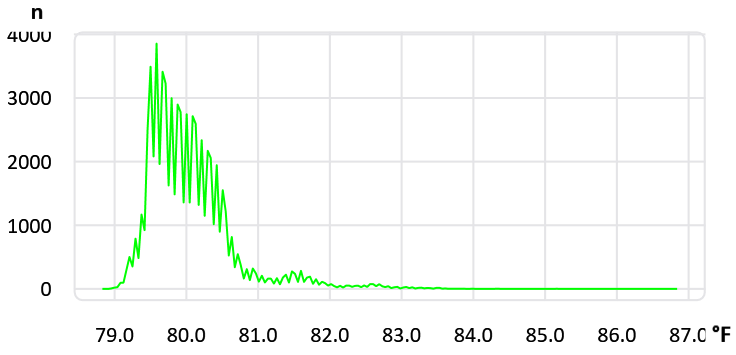
Measurements

Sp1	79.8 °F
Sp2	80.2 °F
Sp3	81.4 °F

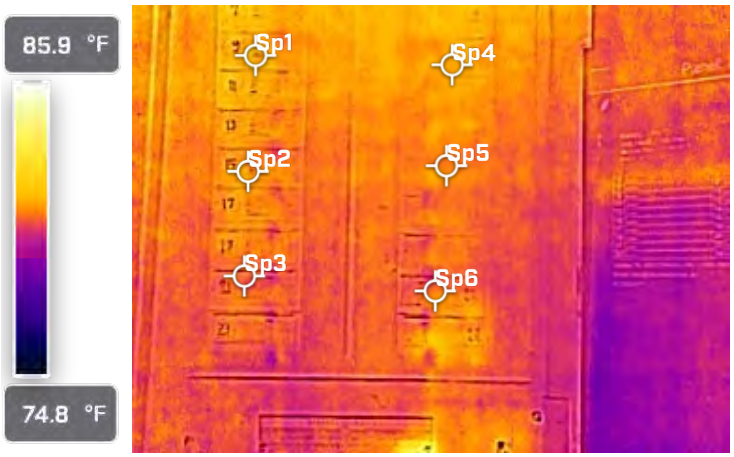
Switch Disconnect H5 and H6

Note

Note	



7/16/2024 11:32:57 AM



FLIR4150.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4150.jpg
File size	369 KB
Width	320
Height	240
Minimum temp.	78.6 °F
Maximum temp.	84.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

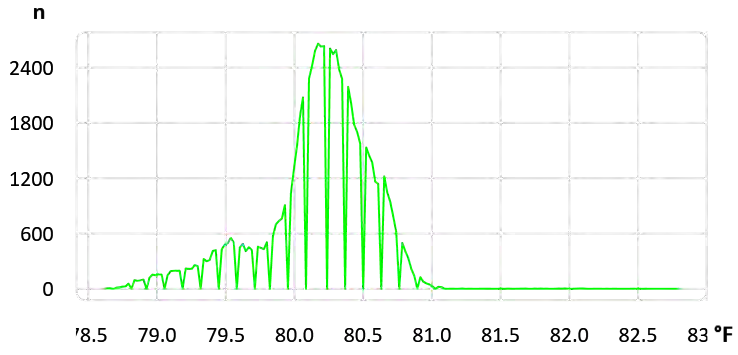
Measurements

Sp1	81.2 °F
Sp2	81.3 °F
Sp3	80.8 °F
Sp4	81.3 °F
Sp5	81.0 °F
Sp6	81.0 °F

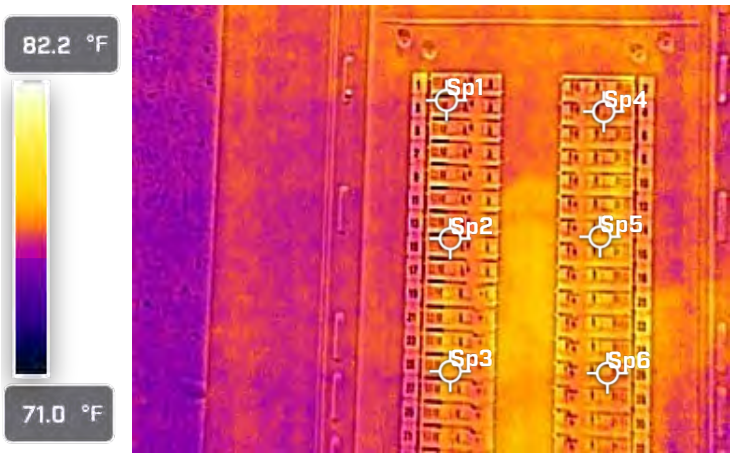
Distribution Panel LP-5

Note

Note	



7/16/2024 11:35:38 AM



FLIR4156.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4156.jpg
File size	417 KB
Width	320
Height	240
Minimum temp.	74.4 °F
Maximum temp.	78.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

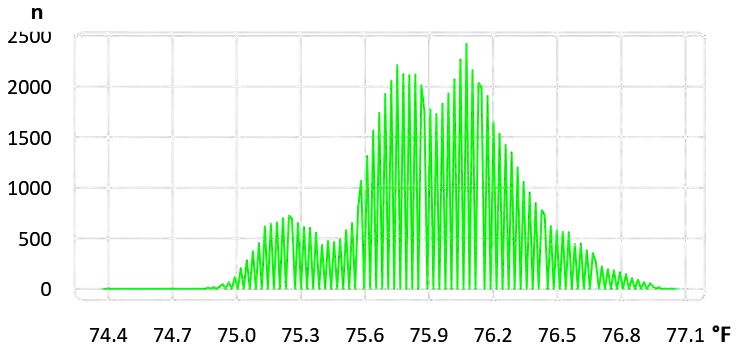
Measurements

Sp1	76.5 °F
Sp2	76.7 °F
Sp3	77.0 °F
Sp4	76.6 °F
Sp5	77.1 °F
Sp6	76.8 °F

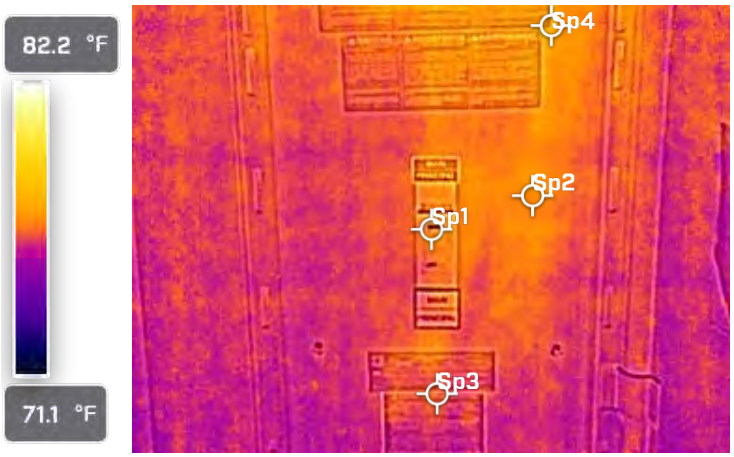
Distribution Panel LP-5 Top

Note

Note	



7/16/2024 11:35:44 AM



FLIR4158.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4158.jpg
File size	391 KB
Width	320
Height	240
Minimum temp.	75.0 °F
Maximum temp.	78.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

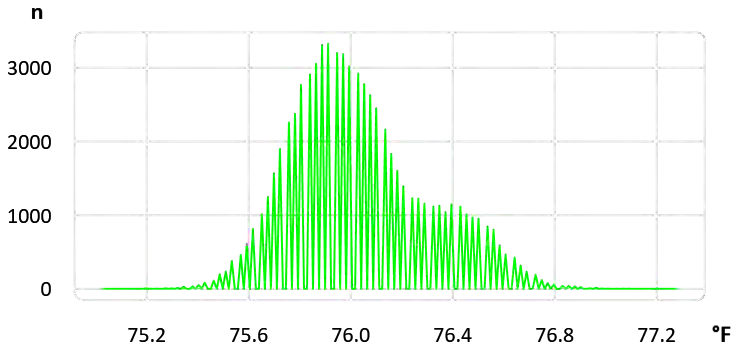
Measurements

Sp1	76.8 °F
Sp2	77.1 °F
Sp3	76.5 °F
Sp4	77.3 °F

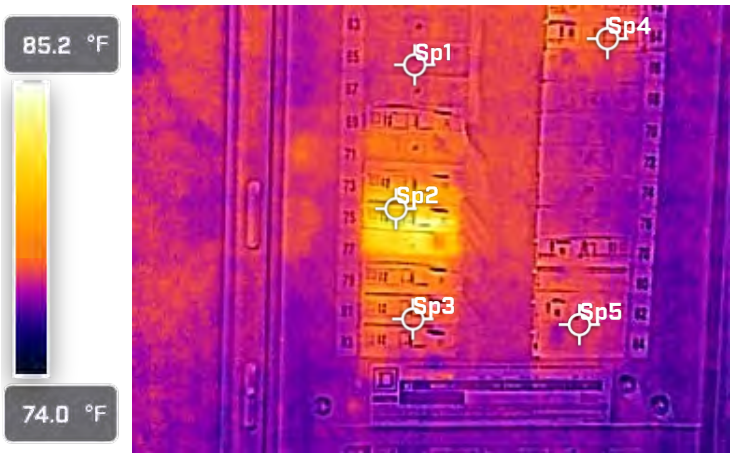
Main Breaker Disconnect Panel L5 Section 1

Note

Note	



7/16/2024 11:36:10 AM



FLIR4161.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4161.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	75.8 °F
Maximum temp.	84.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

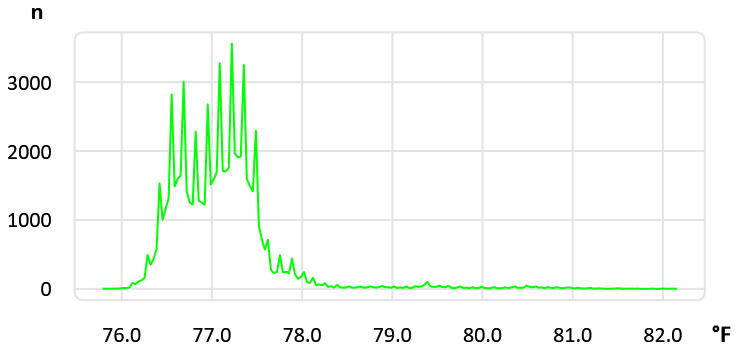
Measurements

Sp1	77.8 °F
Sp2	81.0 °F
Sp3	78.1 °F
Sp4	78.2 °F
Sp5	77.9 °F

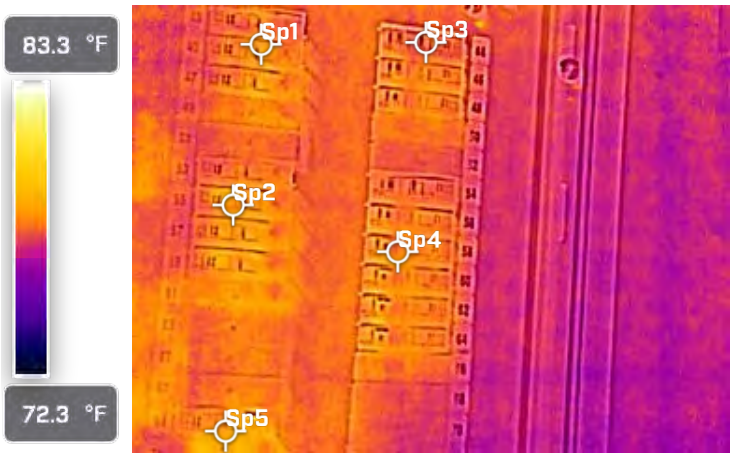
Distribution Panel L5 Bottom

Note

Note	



7/16/2024 11:36:17 AM



FLIR4163.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4163.jpg
File size	379 KB
Width	320
Height	240
Minimum temp.	75.8 °F
Maximum temp.	81.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

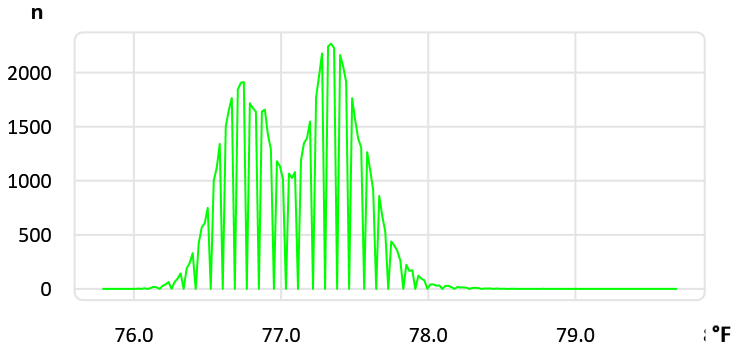
Measurements

Sp1	78.3 °F
Sp2	78.3 °F
Sp3	77.7 °F
Sp4	78.0 °F
Sp5	78.6 °F

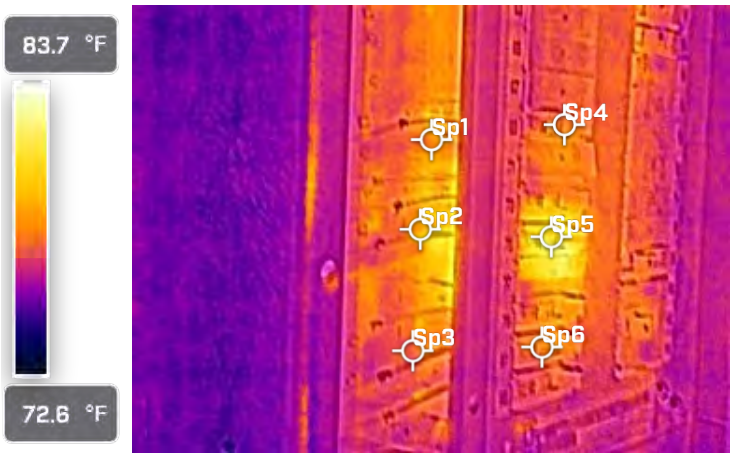
Distribution Panel L5 Top

Note

Note	



7/16/2024 11:38:27 AM



FLIR4166.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4166.jpg
File size	392 KB
Width	320
Height	240
Minimum temp.	74.6 °F
Maximum temp.	82.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

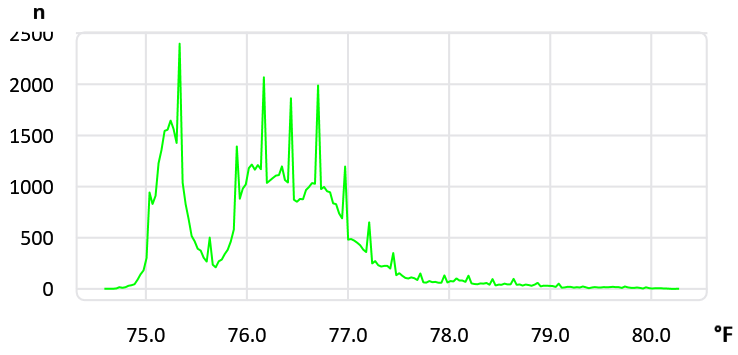
Measurements

Sp1	78.3 °F
Sp2	78.9 °F
Sp3	77.4 °F
Sp4	77.9 °F
Sp5	80.9 °F
Sp6	78.4 °F

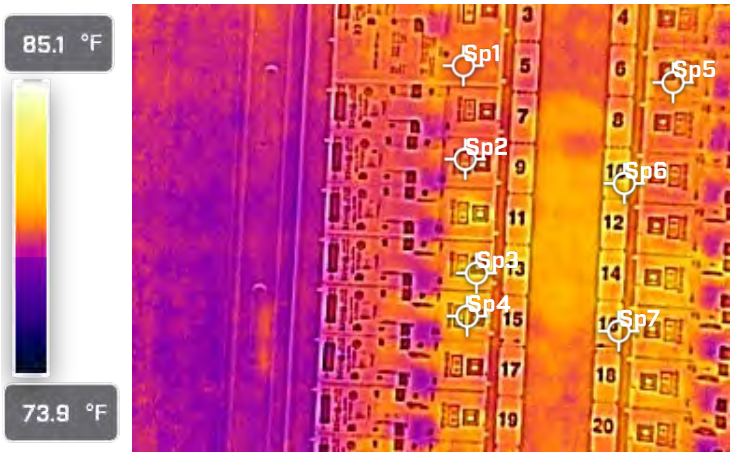
Text annotations

Note

Note	



7/27/2024 11:39:57 AM



FLIR4170.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4170.jpg
File size	460 KB
Width	320
Height	240
Minimum temp.	77.8 °F
Maximum temp.	81.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

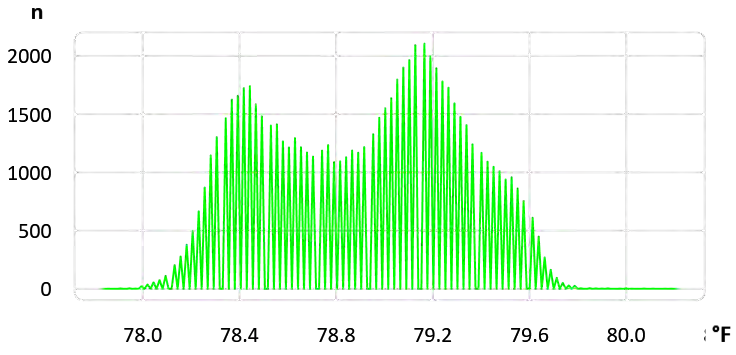
Measurements

Sp1	79.6 °F
Sp2	79.6 °F
Sp3	80.3 °F
Sp4	80.2 °F
Sp5	79.7 °F
Sp6	80.0 °F
Sp7	79.9 °F

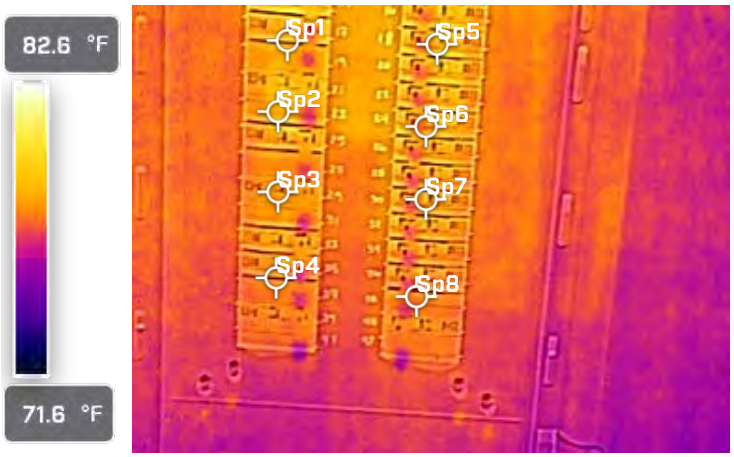
Distribution panel #1 Top

Note

Note	



7/16/2024 11:49:42 AM



FLIR4182.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4182.jpg
File size	382 KB
Width	320
Height	240
Minimum temp.	74.9 °F
Maximum temp.	79.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

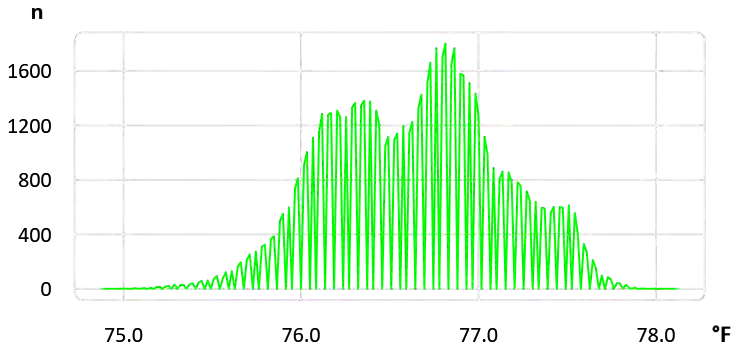
Measurements

Sp1	78.4 °F
Sp2	78.4 °F
Sp3	78.0 °F
Sp4	77.6 °F
Sp5	78.3 °F
Sp6	77.7 °F
Sp7	78.1 °F
Sp8	77.7 °F

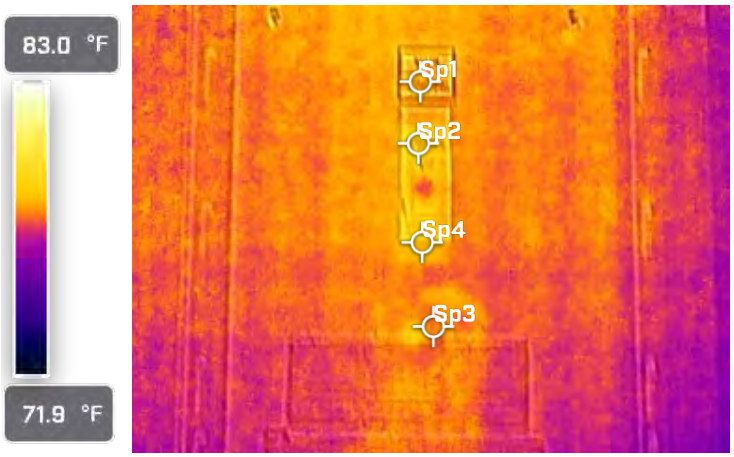
Distribution panel #1 Bottom

Note

Note	



7/16/2024 11:50:09 AM



FLIR4186.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4186.jpg
File size	365 KB
Width	320
Height	240
Minimum temp.	75.7 °F
Maximum temp.	79.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

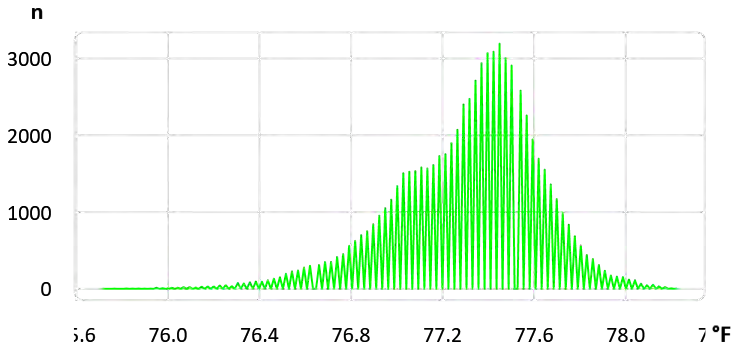
Measurements

Sp1	78.3 °F
Sp2	78.9 °F
Sp3	78.2 °F
Sp4	78.7 °F

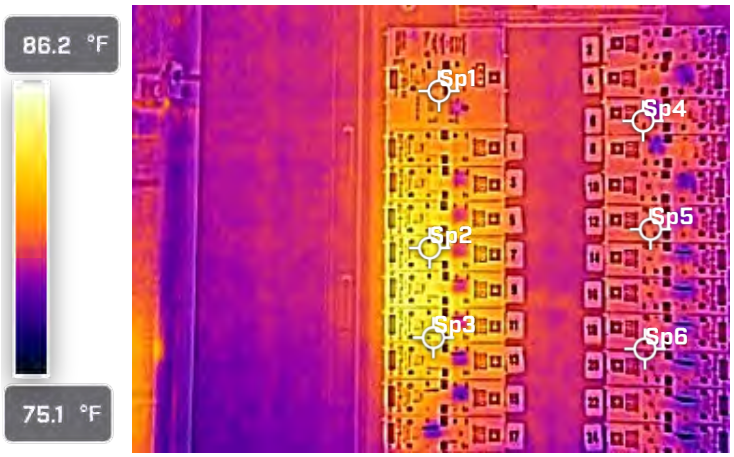
Main Breaker Disconnect Panel L4SA

Note

Note	



7/16/2024 11:50:36 AM



FLIR4189.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4189.jpg
File size	447 KB
Width	320
Height	240
Minimum temp.	77.0 °F
Maximum temp.	84.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

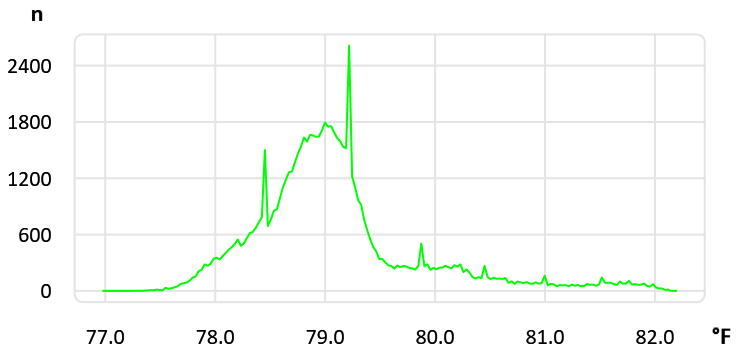
Measurements

Sp1	80.6 °F
Sp2	83.2 °F
Sp3	83.0 °F
Sp4	80.0 °F
Sp5	80.0 °F
Sp6	79.5 °F

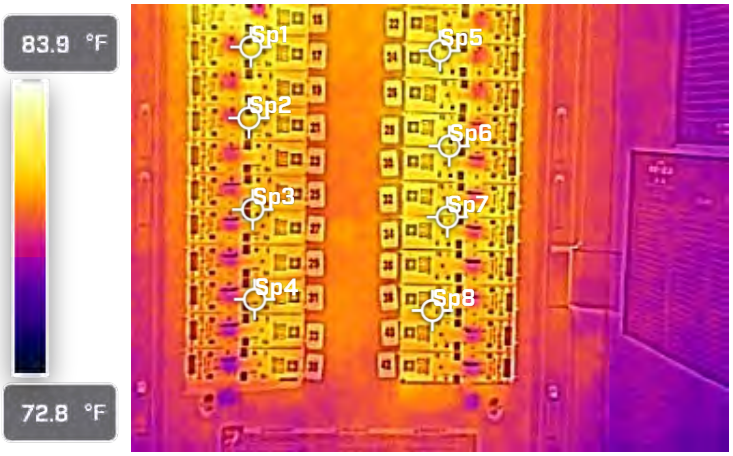
Distribution Panel L4SA Top

Note

Note	



7/16/2024 11:50:44 AM



FLIR4191.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4191.jpg
File size	448 KB
Width	320
Height	240
Minimum temp.	75.7 °F
Maximum temp.	81.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

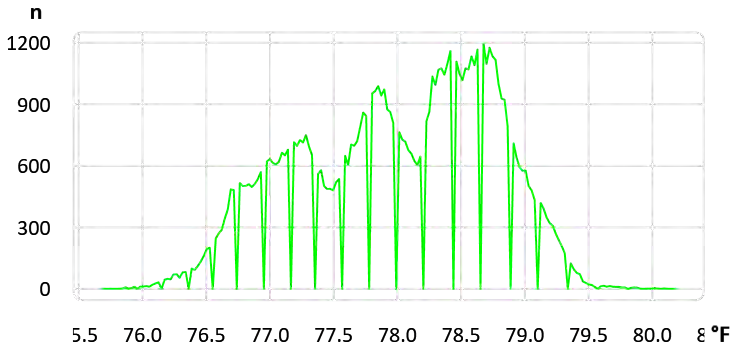
Measurements

Sp1	80.6 °F
Sp2	80.1 °F
Sp3	79.8 °F
Sp4	79.6 °F
Sp5	80.5 °F
Sp6	80.3 °F
Sp7	80.1 °F
Sp8	80.0 °F

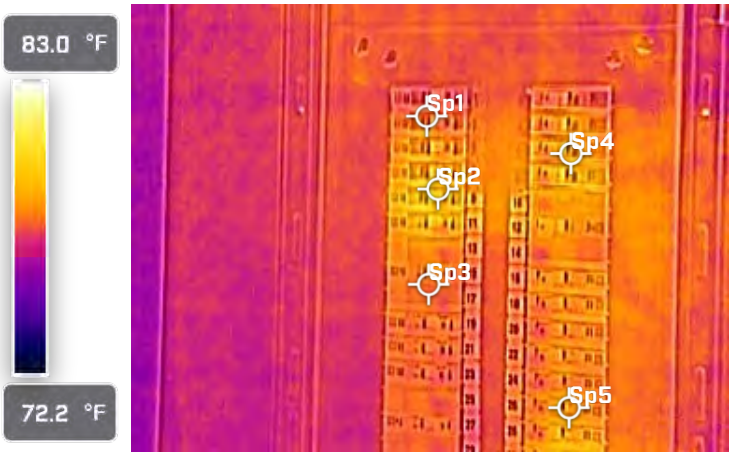
Distribution Panel L4SA Bottom

Note

Note	



7/16/2024 11:52:10 AM



FLIR4200.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4200.jpg
File size	384 KB
Width	320
Height	240
Minimum temp.	75.7 °F
Maximum temp.	79.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

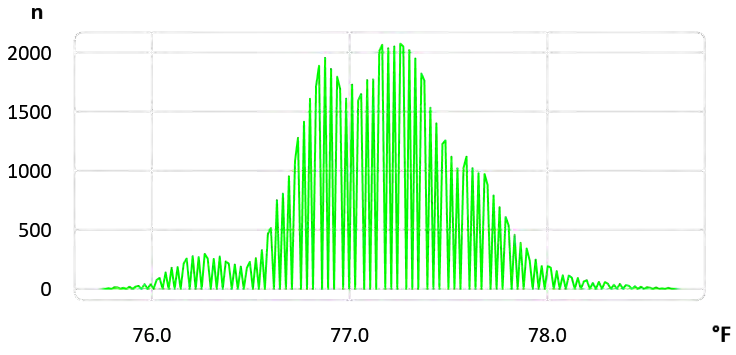
Measurements

Sp1	77.8 °F
Sp2	79.4 °F
Sp3	78.0 °F
Sp4	78.6 °F
Sp5	78.1 °F

Distribution Panel H4SA Top

Note

Note	



7/16/2024 11:52:16 AM

FLIR4202.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4202.jpg
File size	405 KB
Width	320
Height	240
Minimum temp.	75.8 °F
Maximum temp.	81.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

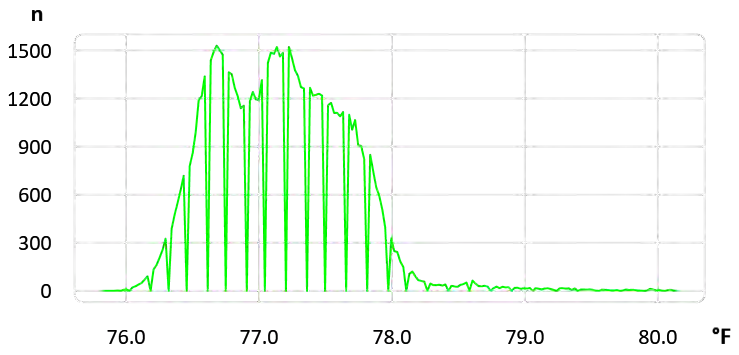
Measurements

Sp1	78.8 °F
Sp2	78.2 °F
Sp3	78.1 °F
Sp4	78.0 °F
Sp5	78.3 °F
Sp6	80.2 °F
Sp7	78.0 °F

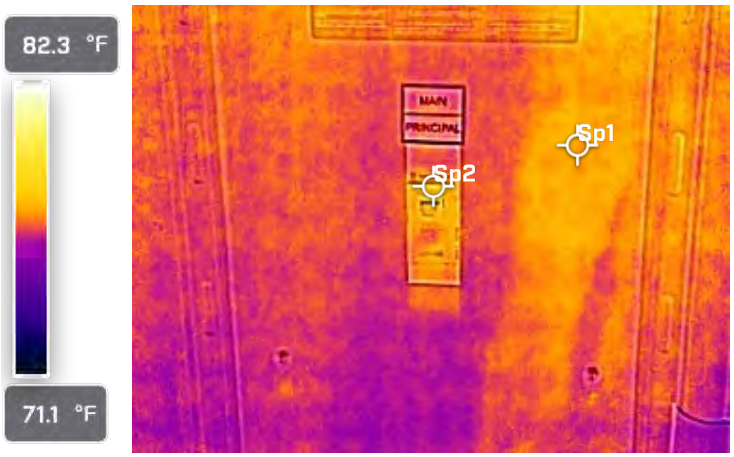
Distribution Panel H4SA Bottom

Note

Note	



7/16/2024 11:52:27 AM



FLIR4206.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4206.jpg
File size	380 KB
Width	320
Height	240
Minimum temp.	75.5 °F
Maximum temp.	78.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

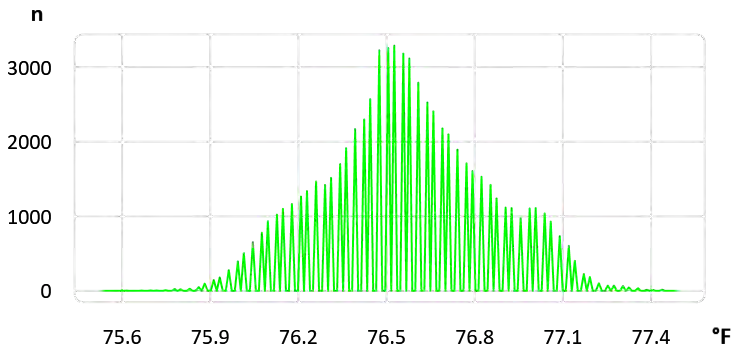
Measurements

Sp1	77.4 °F
Sp2	77.5 °F

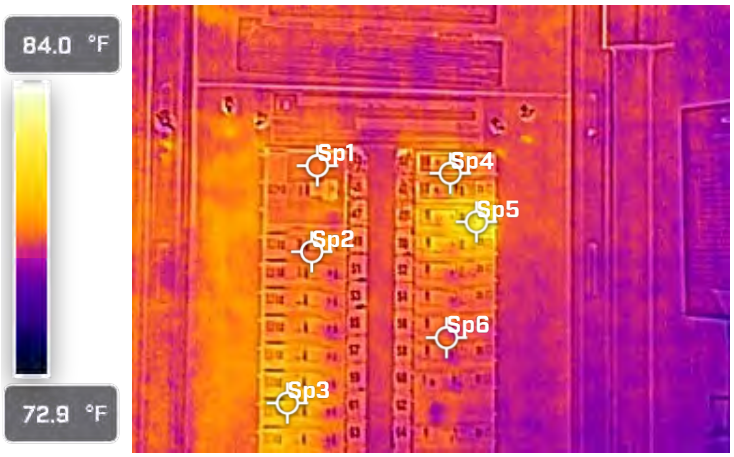
Main Breaker Disconnect #1

Note

Note	



7/16/2024 11:52:49 AM



FLIR4209.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4209.jpg
File size	396 KB
Width	320
Height	240
Minimum temp.	75.9 °F
Maximum temp.	81.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

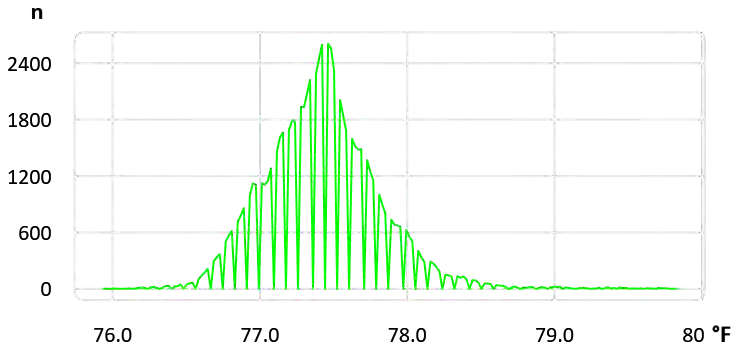
Measurements

Sp1	78.2 °F
Sp2	78.2 °F
Sp3	79.5 °F
Sp4	78.6 °F
Sp5	81.0 °F
Sp6	78.3 °F

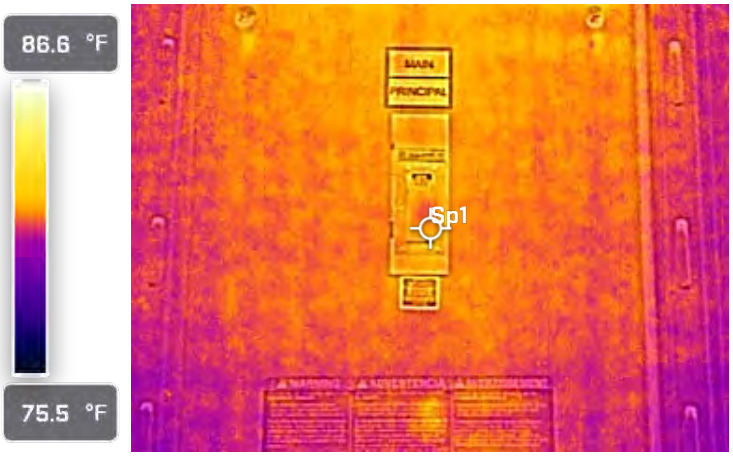
Distribution Panel of #1

Note

Note	



7/16/2024 12:00:11 PM



FLIR4223.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4223.jpg
File size	387 KB
Width	320
Height	240
Minimum temp.	79.8 °F
Maximum temp.	83.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

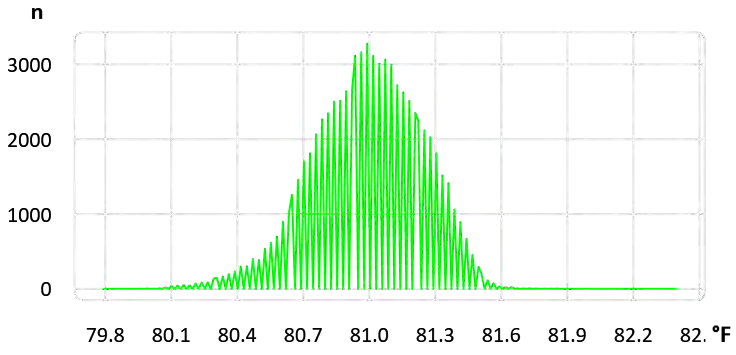
Measurements

Sp1	81.8 °F

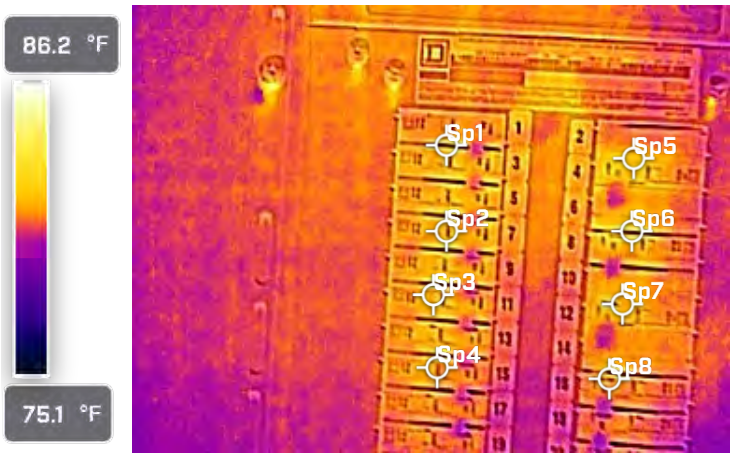
Main Breaker Disconnect #2

Note

Note	



7/16/2024 12:00:17 PM



FLIR4225.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4225.jpg
File size	435 KB
Width	320
Height	240
Minimum temp.	79.1 °F
Maximum temp.	85.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

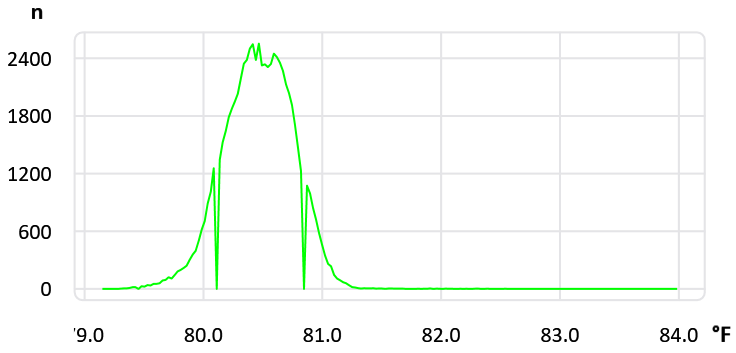
Measurements

Sp1	81.4 °F
Sp2	81.5 °F
Sp3	81.4 °F
Sp4	81.2 °F
Sp5	81.9 °F
Sp6	81.5 °F
Sp7	81.5 °F
Sp8	81.3 °F

Distribution Panel of #2 Top

Note

Note	



7/16/2024 12:00:25 PM

FLIR4229.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4229.jpg
File size	430 KB
Width	320
Height	240
Minimum temp.	79.0 °F
Maximum temp.	83.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

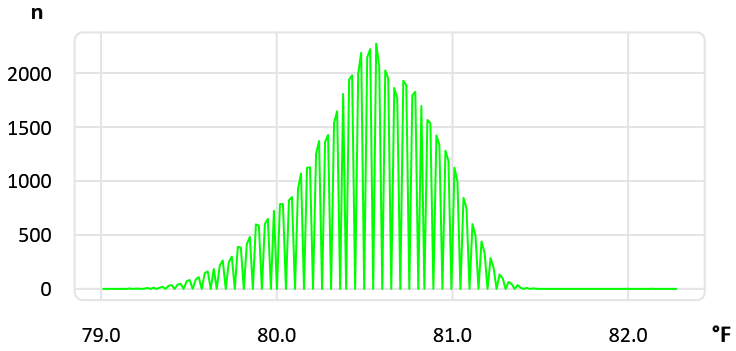
Measurements

Sp1	81.7 °F
Sp2	80.9 °F
Sp3	81.2 °F
Sp4	81.9 °F
Sp5	81.7 °F
Sp6	81.5 °F

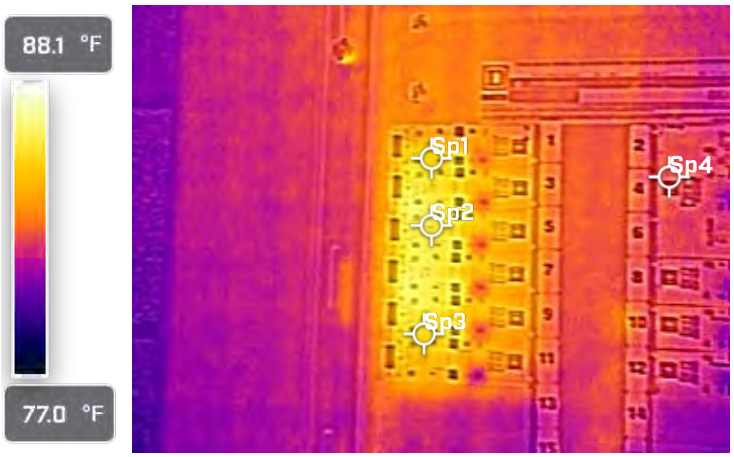
Distribution Panel of #2 Bottom

Note

Note	



7/16/2024 12:01:04 PM



FLIR4234.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4234.jpg
File size	397 KB
Width	320
Height	240
Minimum temp.	78.9 °F
Maximum temp.	86.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

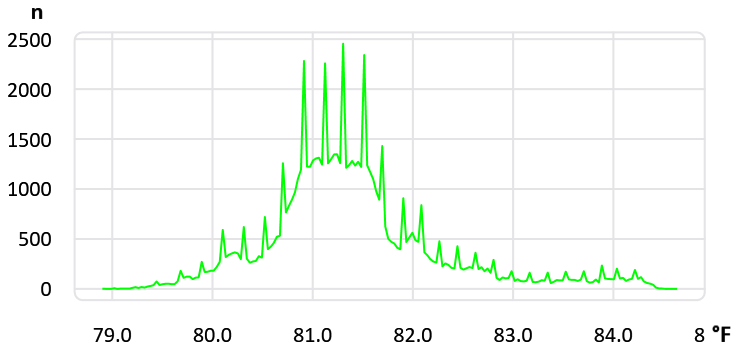
Measurements

Sp1	85.0 °F
Sp2	85.7 °F
Sp3	85.3 °F
Sp4	82.0 °F

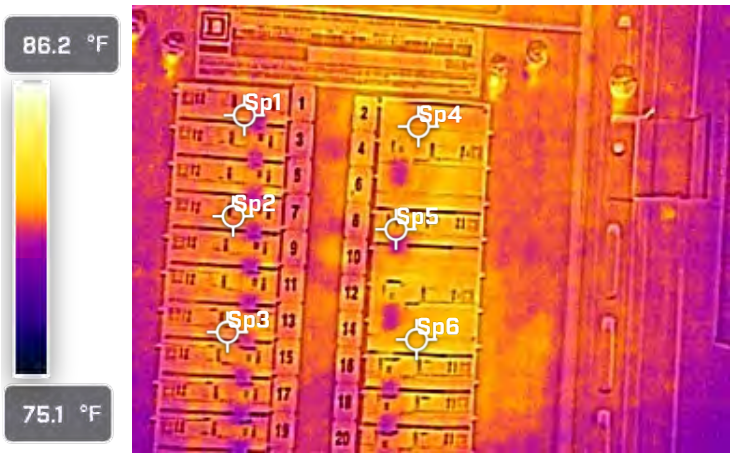
Distribution Panel #4

Note

Note	



7/16/2024 12:00:29 PM



FLIR4231.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4231.jpg
File size	443 KB
Width	320
Height	240
Minimum temp.	79.1 °F
Maximum temp.	85.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

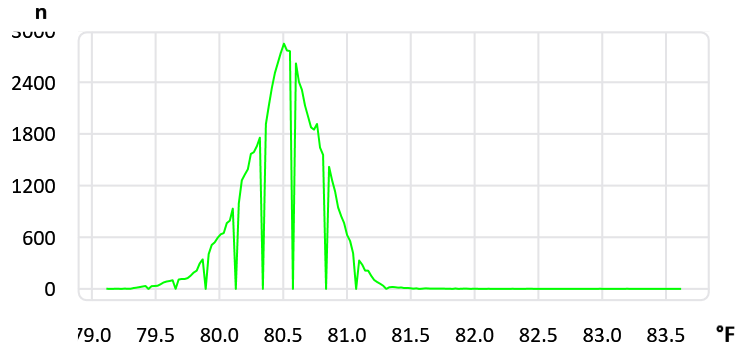
Measurements

Sp1	81.2 °F
Sp2	81.1 °F
Sp3	81.1 °F
Sp4	81.4 °F
Sp5	81.4 °F
Sp6	81.7 °F

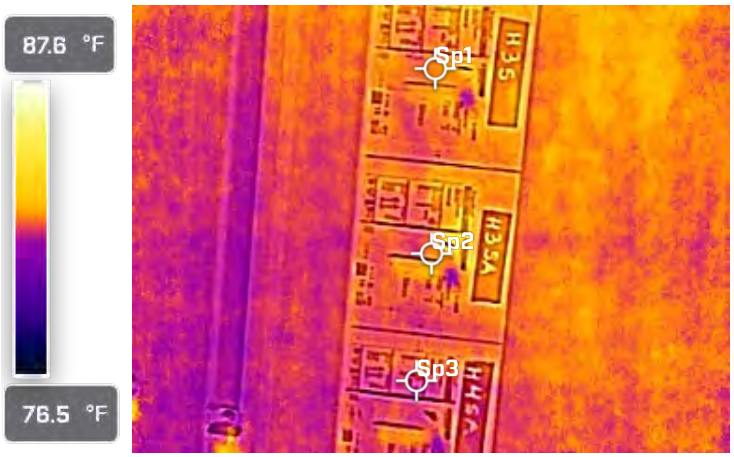
Distribution Panel #3

Note

Note	



7/16/2024 12:01:46 PM



FLIR4239.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4239.jpg
File size	415 KB
Width	320
Height	240
Minimum temp.	80.9 °F
Maximum temp.	84.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

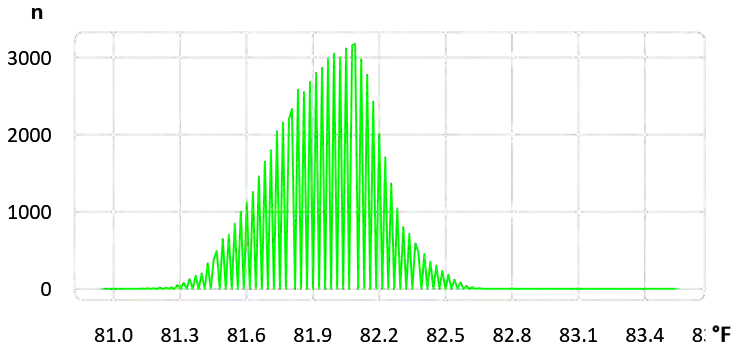
Measurements

Sp1	82.6 °F
Sp2	82.5 °F
Sp3	82.0 °F

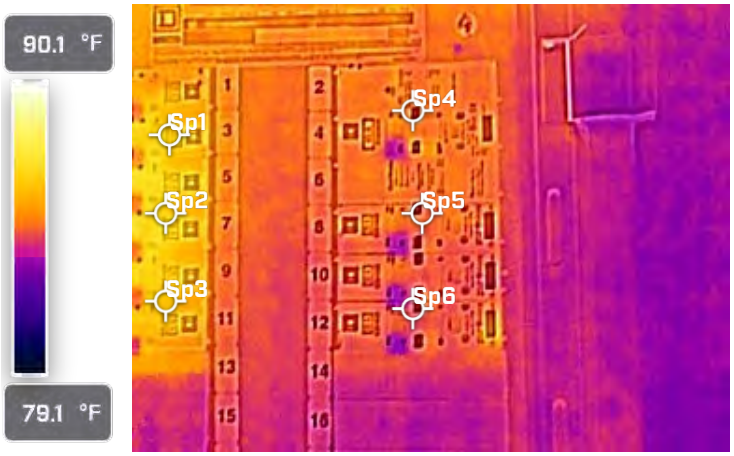
Main Breaker Disconnect Panel H3SA

Note

Note	



7/16/2024 12:01:12 PM



FLIR4236.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4236.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	82.5 °F
Maximum temp.	87.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

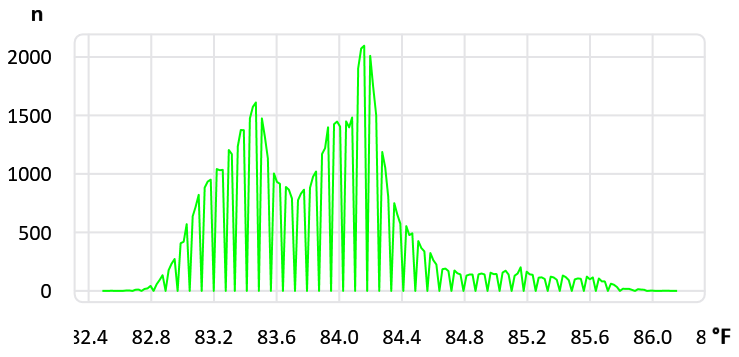
Measurements

Sp1	86.5 °F
Sp2	86.6 °F
Sp3	86.2 °F
Sp4	84.7 °F
Sp5	84.6 °F
Sp6	84.4 °F

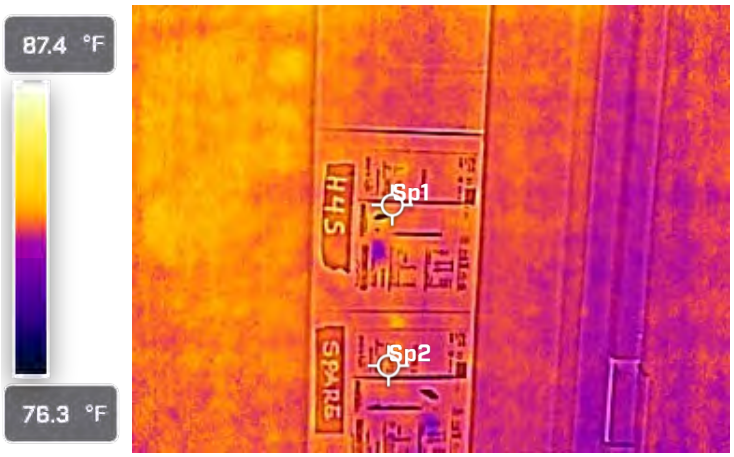
Distribution Panel #5

Note

Note	



7/16/2024 12:01:54 PM



FLIR4241.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4241.jpg
File size	389 KB
Width	320
Height	240
Minimum temp.	80.7 °F
Maximum temp.	83.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

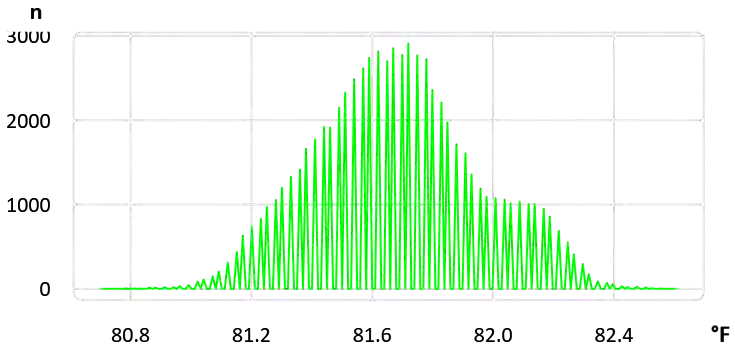
Measurements

Sp1	82.1 °F
Sp2	82.2 °F

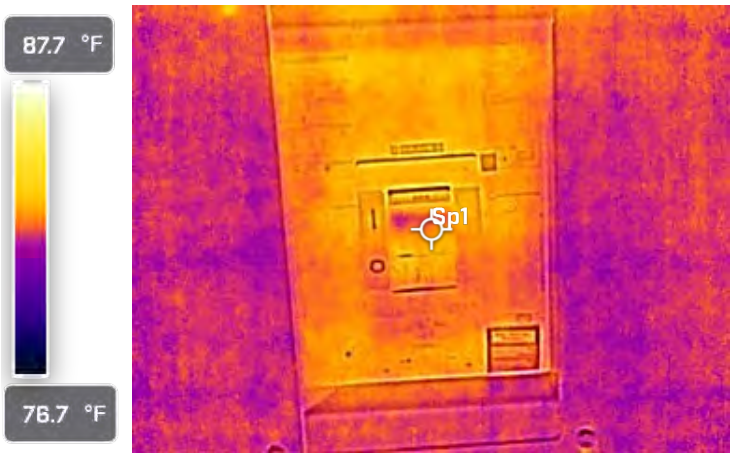
Main Breaker Disconnect Panel H45

Note

Note	



7/16/2024 12:02:07 PM



FLIR4243.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4243.jpg
File size	382 KB
Width	320
Height	240
Minimum temp.	81.2 °F
Maximum temp.	84.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

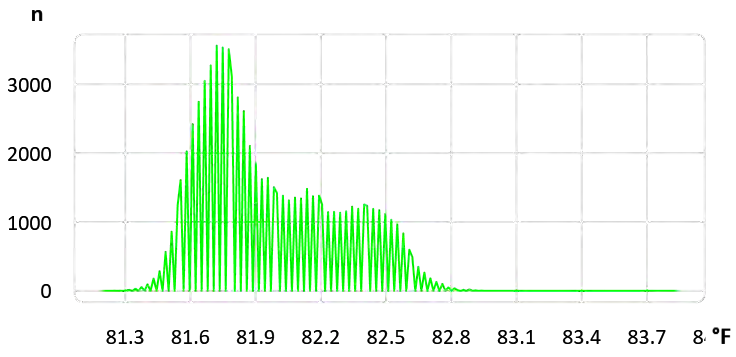
Measurements

Sp1	82.6 °F

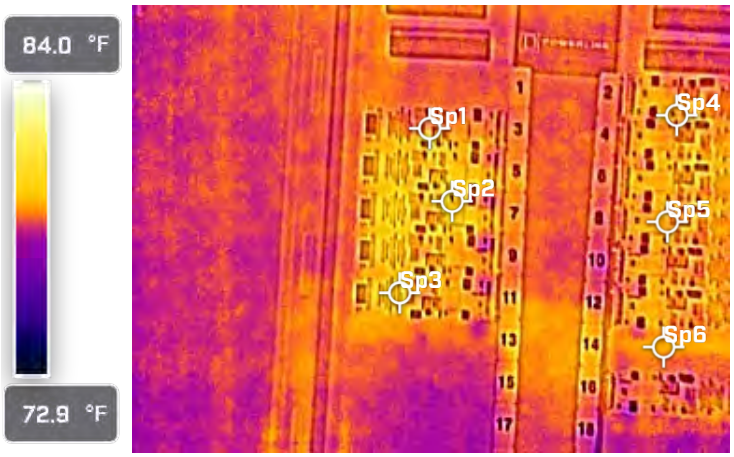
Main Breaker Disconnect Panel H41-H45

Note

Note	



7/16/2024 12:02:58 PM



FLIR4247.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4247.jpg
File size	435 KB
Width	320
Height	240
Minimum temp.	77.5 °F
Maximum temp.	80.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

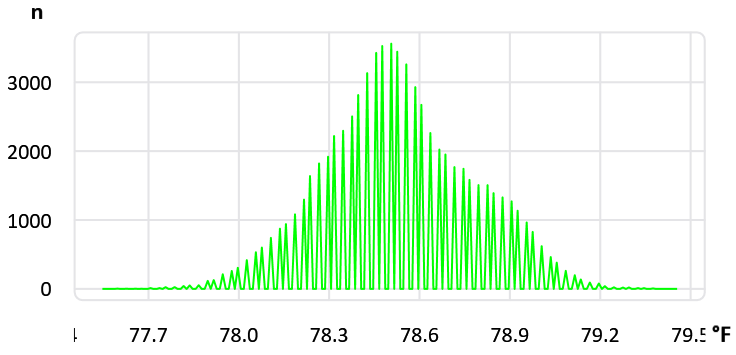
Measurements

Sp1	78.9 °F
Sp2	79.4 °F
Sp3	79.6 °F
Sp4	79.1 °F
Sp5	79.2 °F
Sp6	79.4 °F

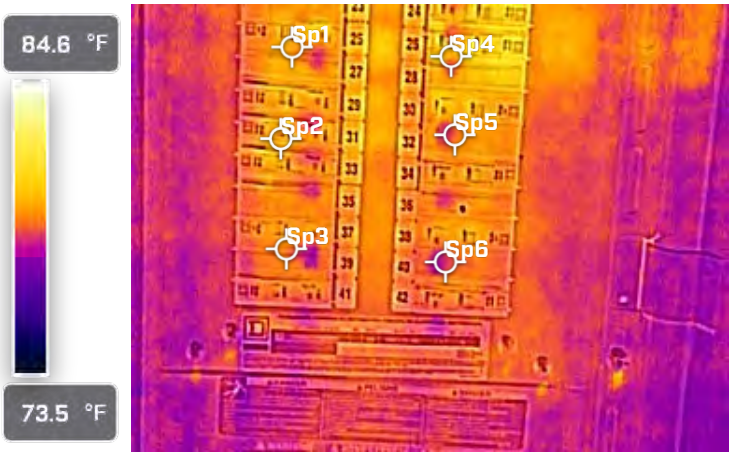
Distribution Panel LT3

Note

Note	



7/16/2024 12:03:33 PM



FLIR4254.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4254.jpg
File size	415 KB
Width	320
Height	240
Minimum temp.	77.2 °F
Maximum temp.	81.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

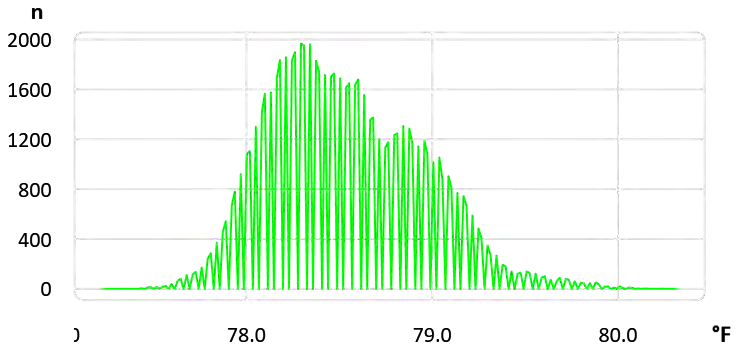
Measurements

Sp1	79.8 °F
Sp2	79.8 °F
Sp3	79.2 °F
Sp4	79.8 °F
Sp5	79.2 °F
Sp6	78.7 °F

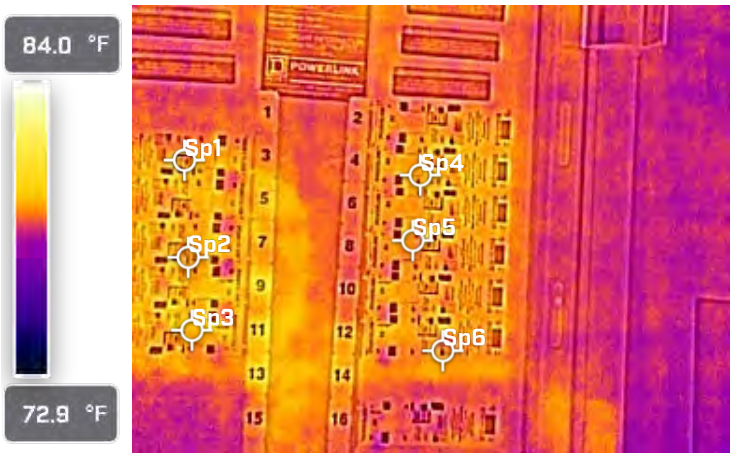
Distribution Panel #6

Note

Note	



7/16/2024 12:03:02 PM



FLIR4249.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4249.jpg
File size	428 KB
Width	320
Height	240
Minimum temp.	77.3 °F
Maximum temp.	80.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

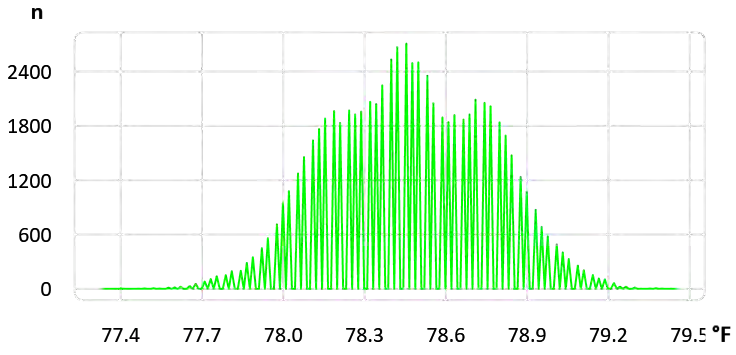
Measurements

Sp1	79.1 °F
Sp2	79.2 °F
Sp3	79.6 °F
Sp4	79.1 °F
Sp5	79.1 °F
Sp6	79.2 °F

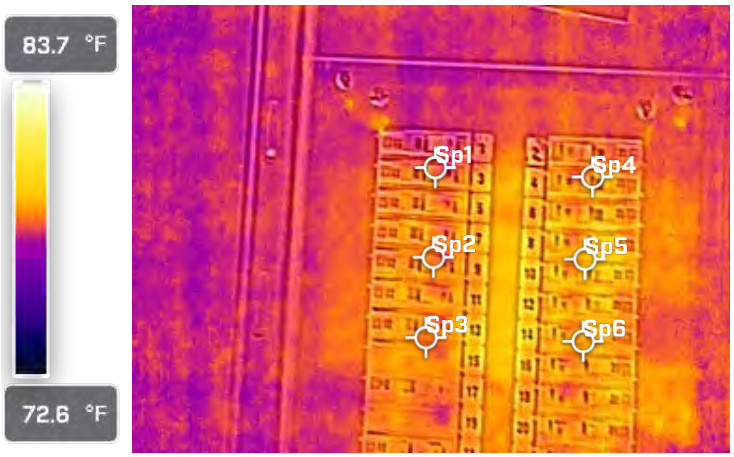
Distribution Panel LT3

Note

Note	



7/16/2024 12:03:25 PM



FLIR4252.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4252.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	77.1 °F
Maximum temp.	79.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

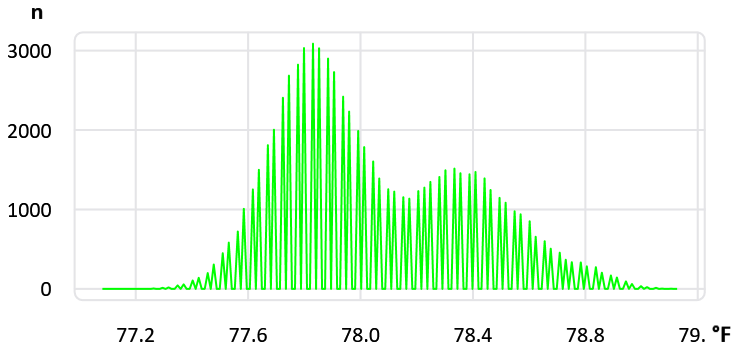
Measurements

Sp1	78.3 °F
Sp2	78.5 °F
Sp3	78.6 °F
Sp4	78.9 °F
Sp5	79.1 °F
Sp6	78.9 °F

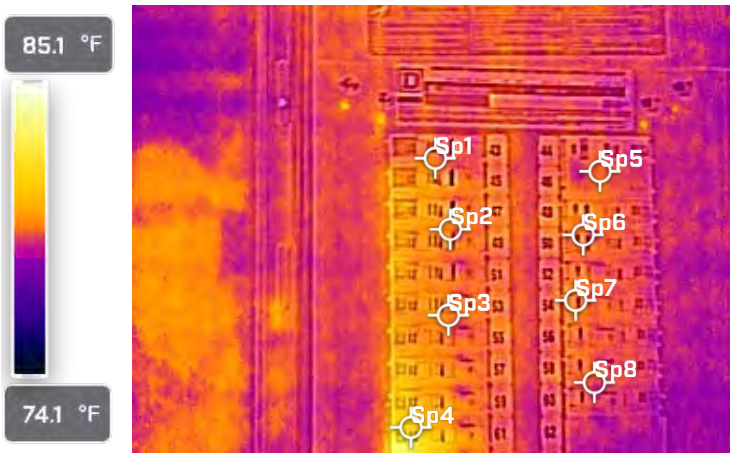
Distribution Panel #6

Note

Note	



7/16/2024 12:04:02 PM



FLIR4259.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4259.jpg
File size	401 KB
Width	320
Height	240
Minimum temp.	77.7 °F
Maximum temp.	83.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

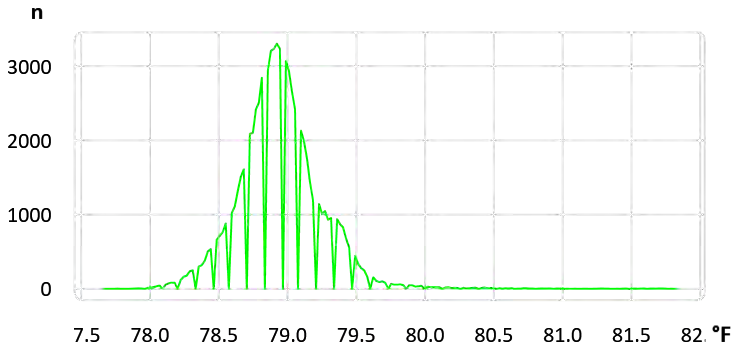
Measurements

Sp1	79.6 °F
Sp2	79.8 °F
Sp3	79.6 °F
Sp4	81.1 °F
Sp5	79.6 °F
Sp6	79.6 °F
Sp7	79.7 °F
Sp8	79.1 °F

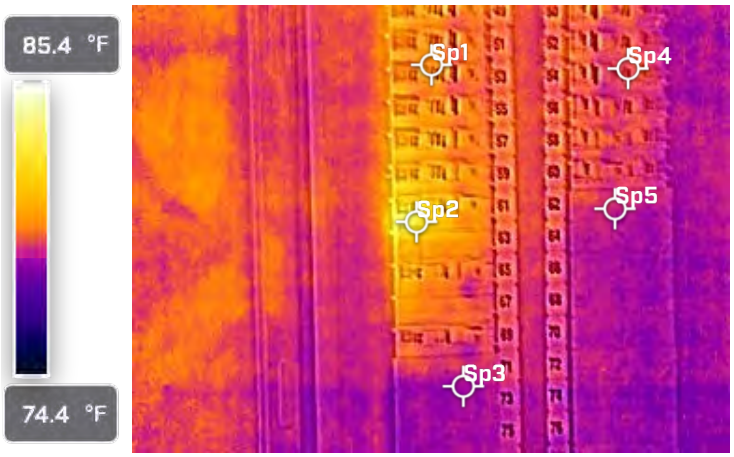
Distribution Panel #7

Note

Note	



7/16/2024 12:04:09 PM



FLIR4261.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4261.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	77.9 °F
Maximum temp.	83.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

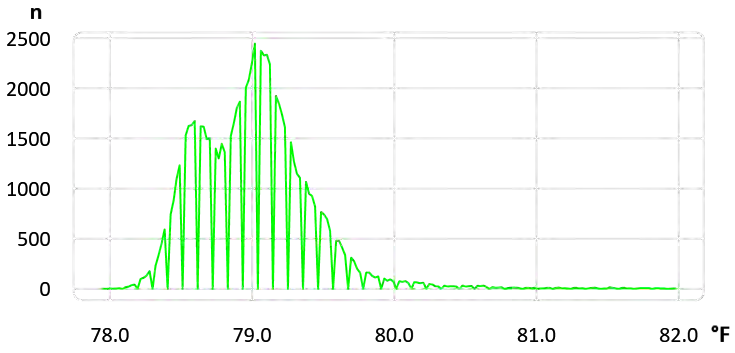
Measurements

Sp1	80.0 °F
Sp2	82.5 °F
Sp3	78.8 °F
Sp4	79.5 °F
Sp5	79.2 °F

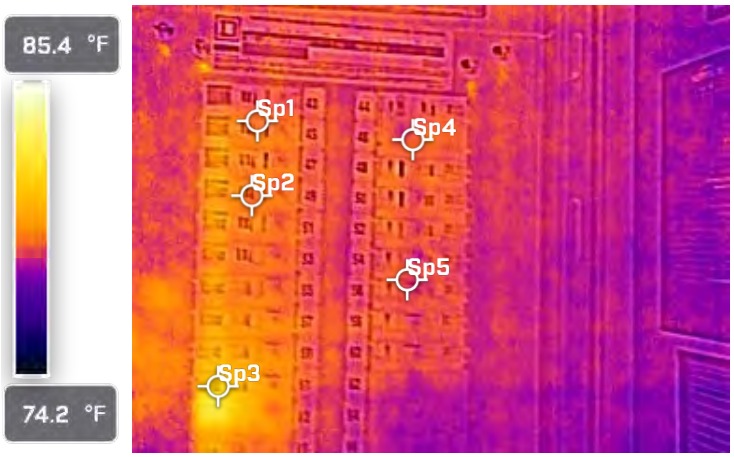
Distribution Panel #8

Note

Note	



7/16/2024 12:04:13 PM



FLIR4263.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4263.jpg
File size	387 KB
Width	320
Height	240
Minimum temp.	77.3 °F
Maximum temp.	83.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

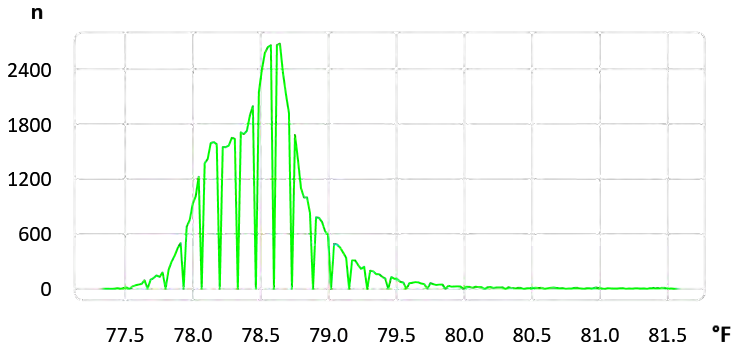
Measurements

Sp1	79.4 °F
Sp2	79.3 °F
Sp3	81.4 °F
Sp4	79.2 °F
Sp5	78.9 °F

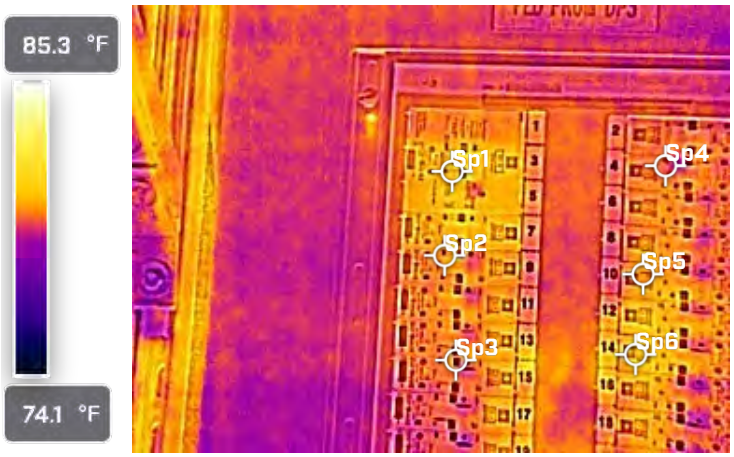
Distribution Panel #9

Note

Note	



7/16/2024 12:04:36 PM



FLIR4266.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4266.jpg
File size	455 KB
Width	320
Height	240
Minimum temp.	78.7 °F
Maximum temp.	85.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

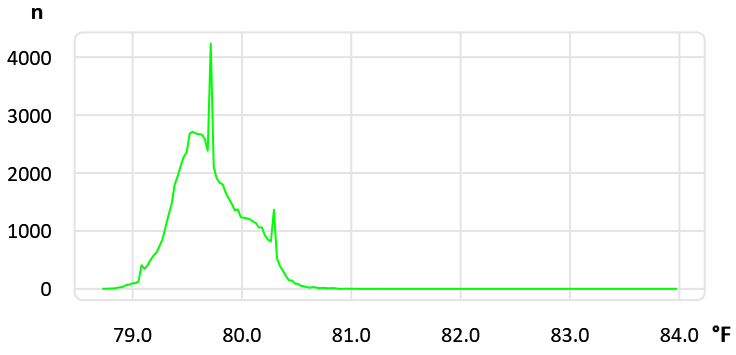
Measurements

Sp1	80.9 °F
Sp2	80.4 °F
Sp3	80.2 °F
Sp4	80.0 °F
Sp5	80.4 °F
Sp6	81.0 °F

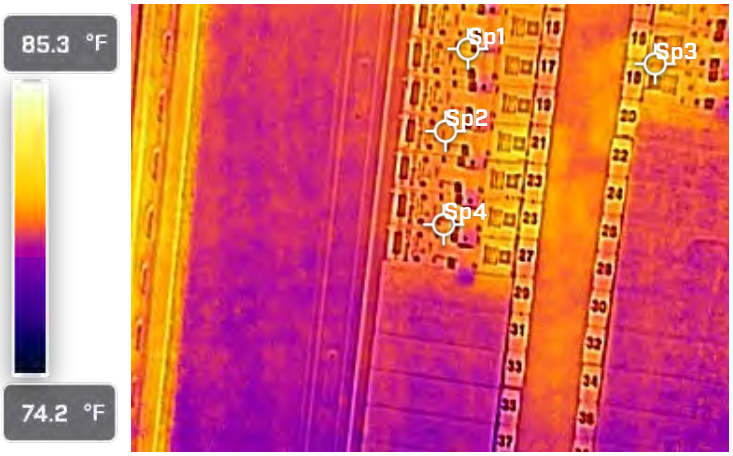
Distribution Panel H3S

Note

Note	



7/16/2024 12:04:41 PM



FLIR4268.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4268.jpg
File size	431 KB
Width	320
Height	240
Minimum temp.	78.0 °F
Maximum temp.	82.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

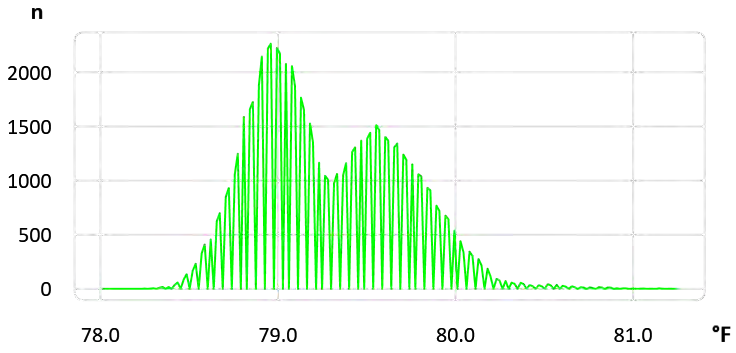
Measurements

Sp1	80.4 °F
Sp2	80.2 °F
Sp3	80.5 °F
Sp4	80.1 °F

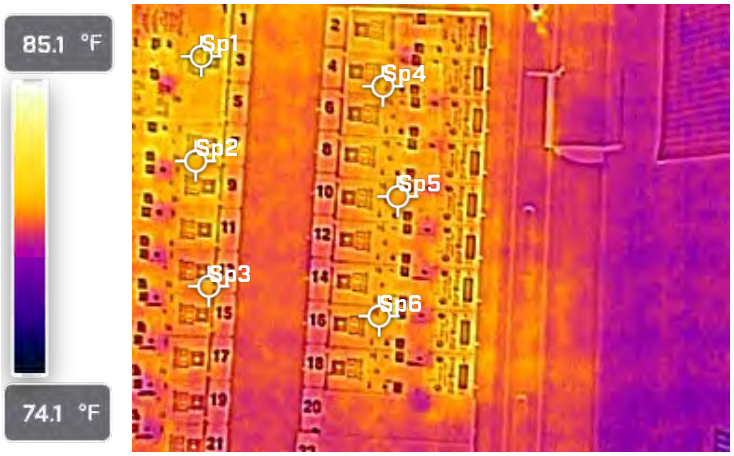
Distribution Panel H3S-2

Note

Note	



7/16/2024 12:04:46 PM



FLIR4270.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	80.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	47.0%

File information

File name	FLIR4270.jpg
File size	427 KB
Width	320
Height	240
Minimum temp.	78.0 °F
Maximum temp.	88.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

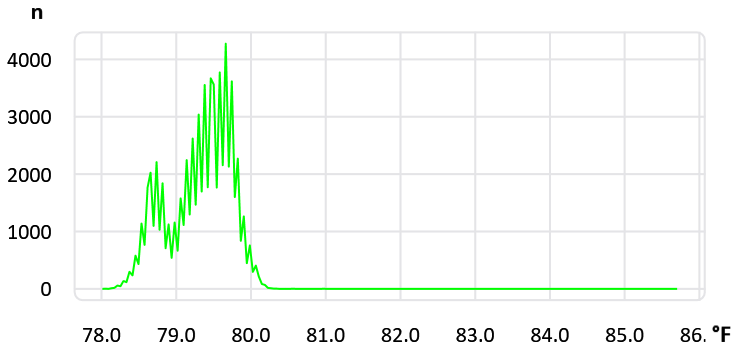
Measurements

Sp1	80.8 °F
Sp2	80.4 °F
Sp3	80.4 °F
Sp4	80.4 °F
Sp5	80.4 °F
Sp6	80.5 °F

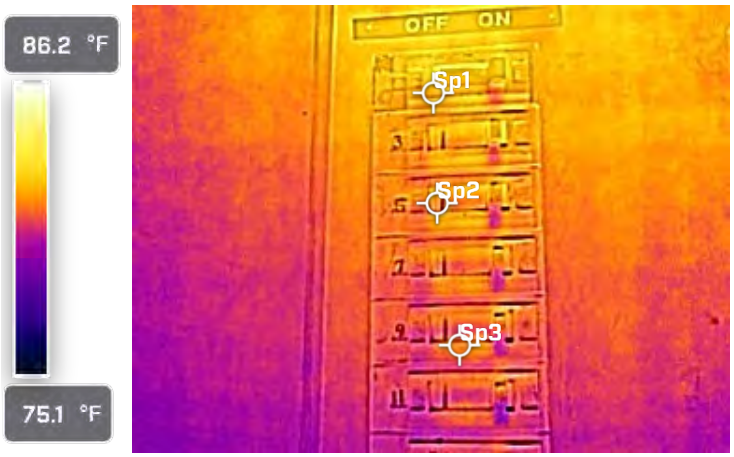
Distribution Panel H3S-3

Note

Note	



7/16/2024 12:12:46 PM



FLIR4279.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4279.jpg
File size	399 KB
Width	320
Height	240
Minimum temp.	78.6 °F
Maximum temp.	83.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

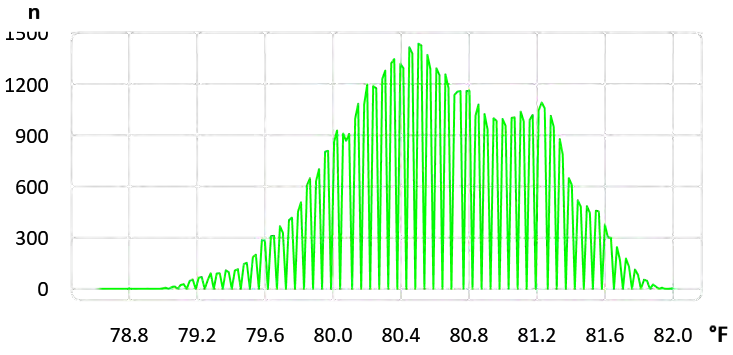
Measurements

Sp1	82.2 °F
Sp2	81.5 °F
Sp3	81.6 °F

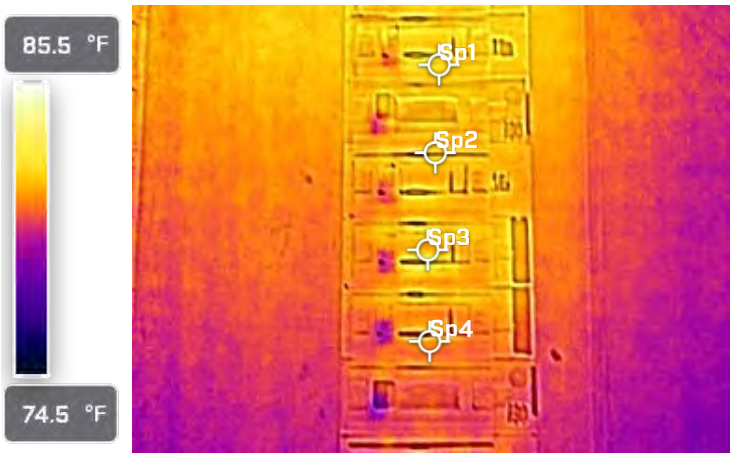
Distribution Panel LPH-2 Left

Note

Note	



7/16/2024 12:12:49 PM



FLIR4281.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4281.jpg
File size	389 KB
Width	320
Height	240
Minimum temp.	78.2 °F
Maximum temp.	82.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

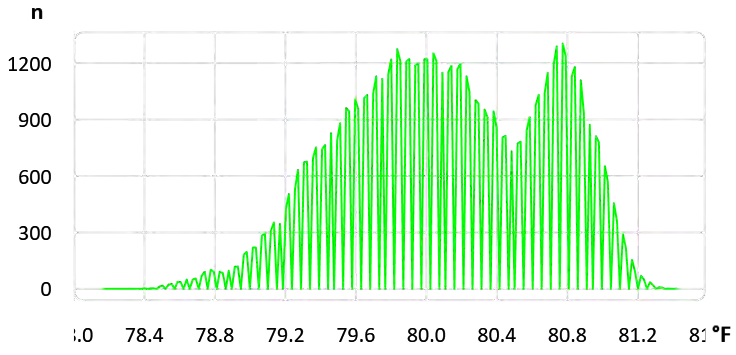
Measurements

Sp1	82.1 °F
Sp2	81.8 °F
Sp3	81.9 °F
Sp4	81.2 °F

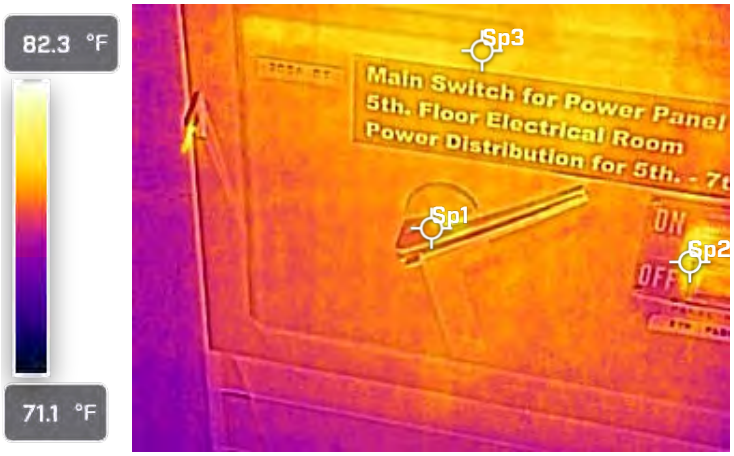
Distribution Panel LPH-2 Right

Note

Note	



7/16/2024 12:13:24 PM



FLIR4284.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4284.jpg
File size	397 KB
Width	320
Height	240
Minimum temp.	75.0 °F
Maximum temp.	80.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

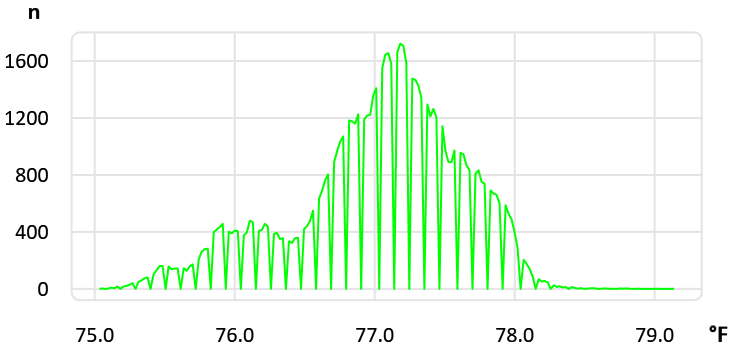
Measurements

Sp1	78.3 °F
Sp2	79.2 °F
Sp3	79.0 °F

Main Switch for Power Panel PPH2

Note

Note	



7/16/2024 12:13:30 PM

FLIR4286.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4286.jpg
File size	413 KB
Width	320
Height	240
Minimum temp.	75.0 °F
Maximum temp.	81.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

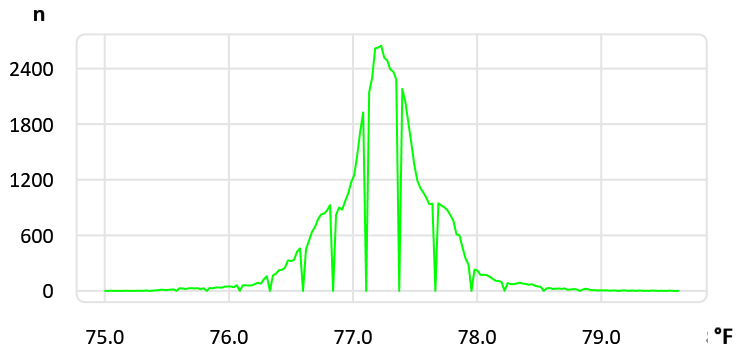
Measurements

Sp1	78.3 °F
Sp2	79.3 °F
Sp3	77.9 °F

Main Switch Transformer T1

Note

Note	



7/16/2024 12:14:06 PM

FLIR4290.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4290.jpg
File size	400 KB
Width	320
Height	240
Minimum temp.	80.6 °F
Maximum temp.	83.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

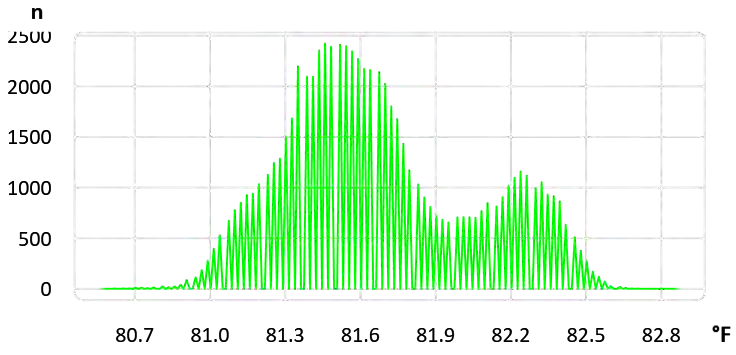
Measurements

Sp1	81.3 °F

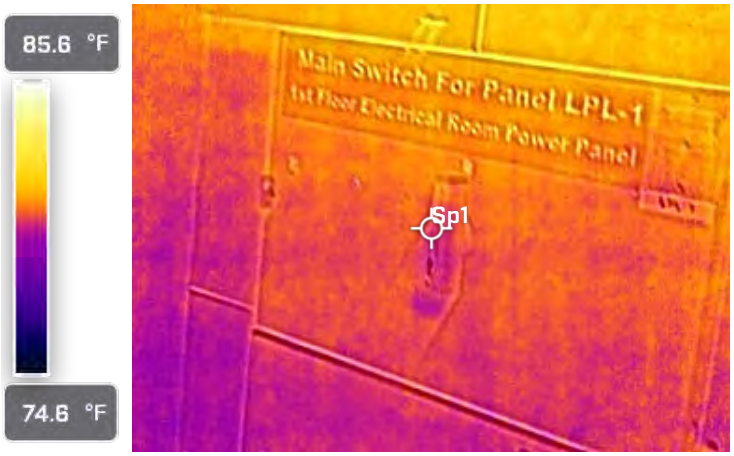
Switch Disconnect PNL LPL 2

Note

Note	



7/16/2024 12:14:13 PM



FLIR4292.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4292.jpg
File size	385 KB
Width	320
Height	240
Minimum temp.	79.3 °F
Maximum temp.	82.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

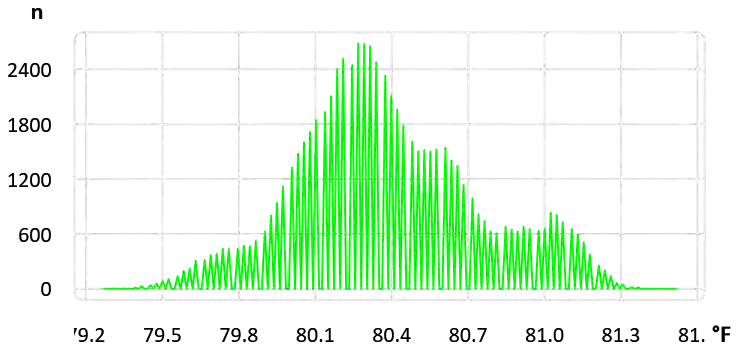
Measurements

Sp1	80.4 °F

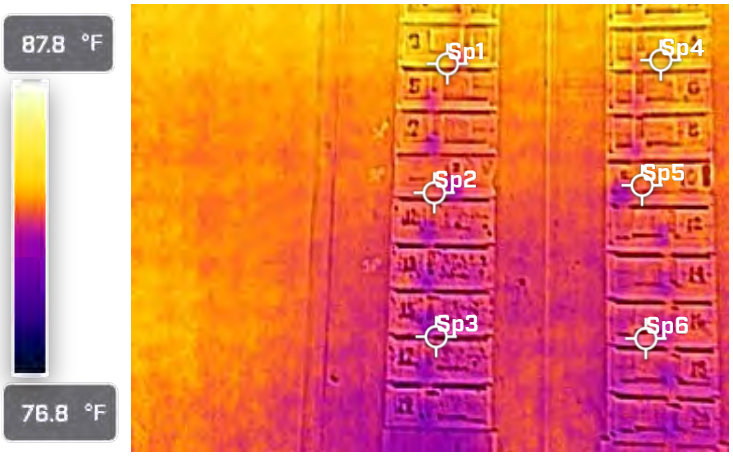
Main Switch for Panel LPL-1

Note

Note	



7/16/2024 12:14:43 PM



FLIR4295.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4295.jpg
File size	404 KB
Width	320
Height	240
Minimum temp.	81.1 °F
Maximum temp.	84.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

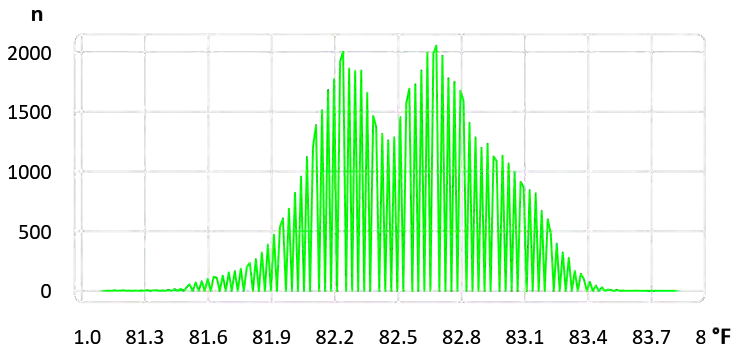
Measurements

Sp1	83.5 °F
Sp2	82.8 °F
Sp3	82.4 °F
Sp4	83.3 °F
Sp5	82.9 °F
Sp6	82.8 °F

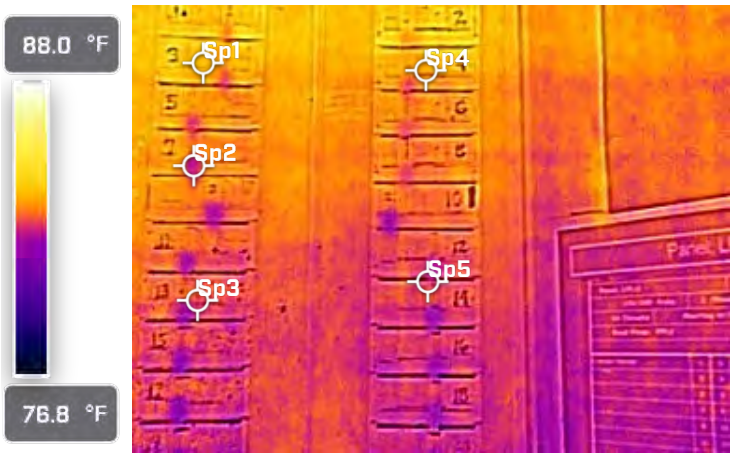
Distribution Panel LPL-2A

Note

Note	



7/16/2024 12:14:47 PM



FLIR4297.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4297.jpg
File size	398 KB
Width	320
Height	240
Minimum temp.	81.2 °F
Maximum temp.	84.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

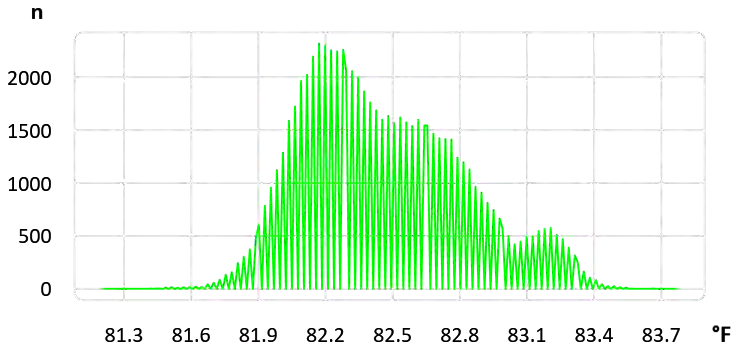
Measurements

Sp1	84.0 °F
Sp2	82.2 °F
Sp3	82.6 °F
Sp4	83.4 °F
Sp5	82.5 °F

Distribution Panel LPL-2A

Note

Note	



7/16/2024 12:15:11 PM

FLIR4300.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4300.jpg
File size	384 KB
Width	320
Height	240
Minimum temp.	79.2 °F
Maximum temp.	102.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

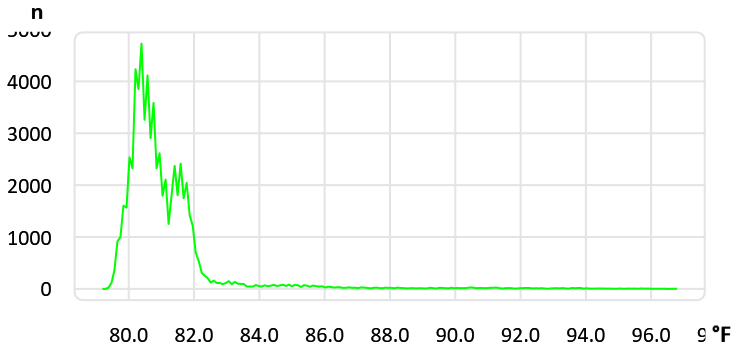
Measurements

Sp1	100.0 °F
Sp2	82.0 °F
Sp3	81.6 °F
Sp4	81.0 °F

Distribution Panel LPL-2/2

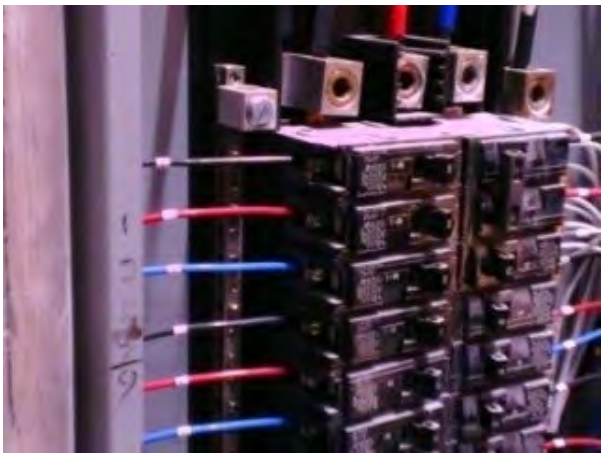
Note

Note	



7/16/2024 12:16:47 PM

FLIR4305.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4305.jpg
File size	429 KB
Width	320
Height	240
Minimum temp.	78.3 °F
Maximum temp.	116.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

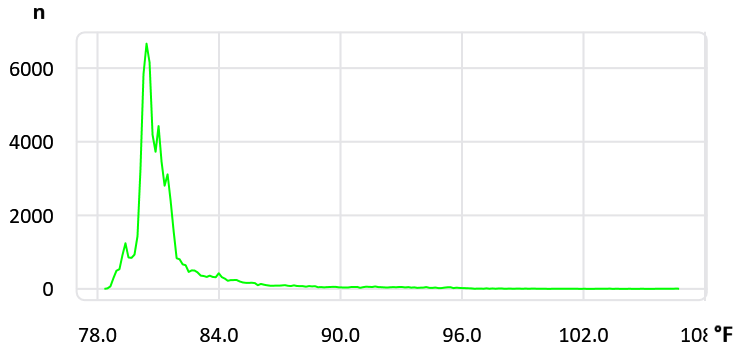
Measurements

Sp1	109.7 °F
Sp2	81.9 °F

Distribution Panel LPL-2/2 (cover off)

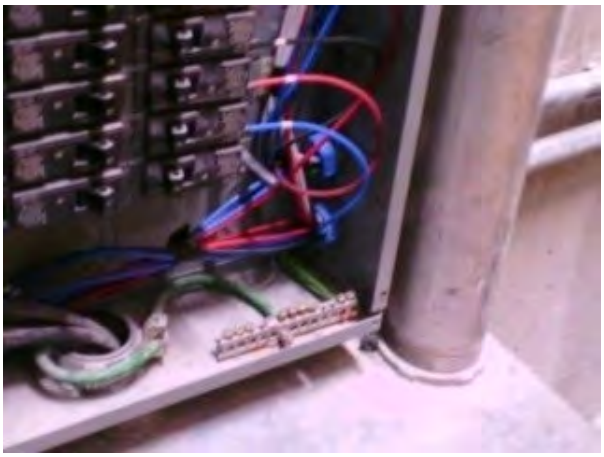
Note

Note	



7/16/2024 12:17:14 PM

FLIR4307.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4307.jpg
File size	410 KB
Width	320
Height	240
Minimum temp.	78.4 °F
Maximum temp.	88.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

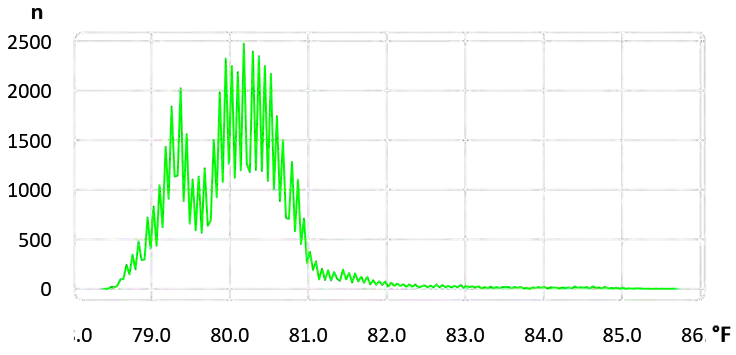
Measurements

Sp1	85.6 °F
Sp2	82.0 °F
Sp3	82.1 °F

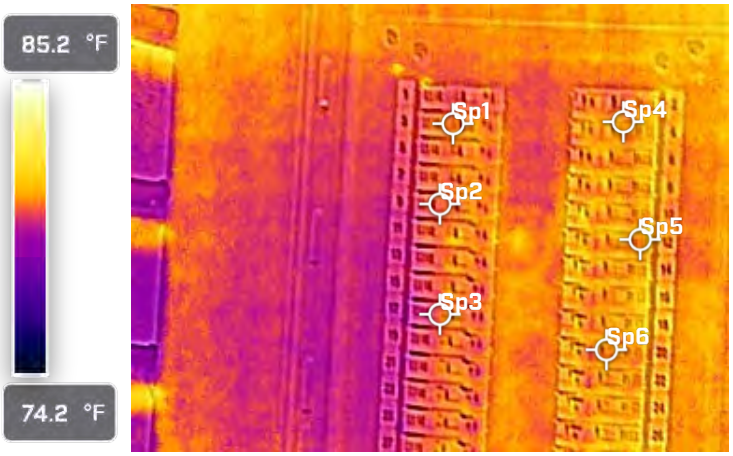
Distribution Panel LPL-2/2 (cover off)

Note

Note	



7/16/2024 12:21:00 PM



FLIR4315.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4315.jpg
File size	413 KB
Width	320
Height	240
Minimum temp.	78.7 °F
Maximum temp.	83.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

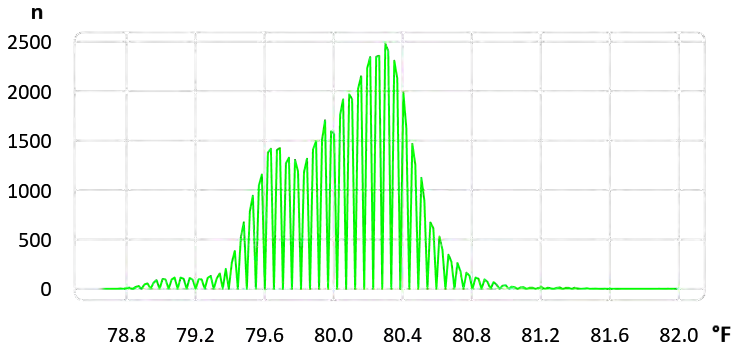
Measurements

Sp1	80.6 °F
Sp2	80.5 °F
Sp3	80.7 °F
Sp4	80.9 °F
Sp5	80.7 °F
Sp6	80.7 °F

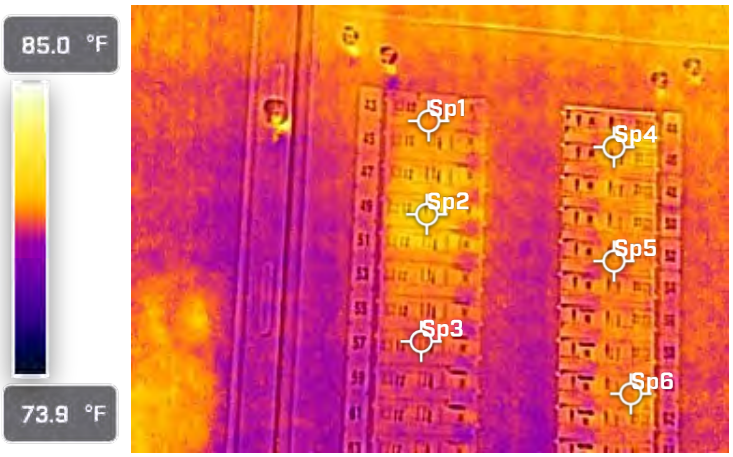
Distribution Panel L2 Section 1

Note

Note	



7/16/2024 12:21:33 PM



FLIR4322.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4322.jpg
File size	407 KB
Width	320
Height	240
Minimum temp.	78.3 °F
Maximum temp.	83.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

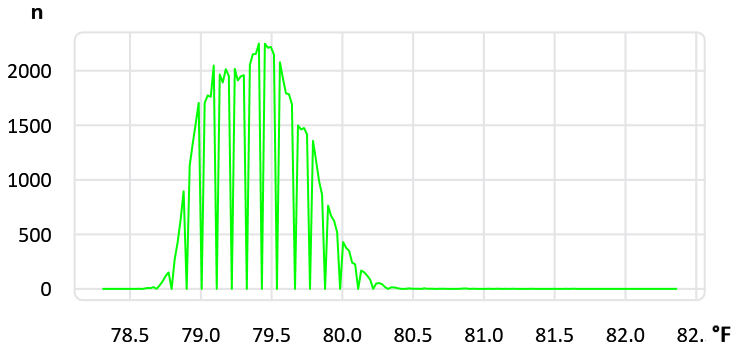
Measurements

Sp1	80.0 °F
Sp2	80.7 °F
Sp3	79.9 °F
Sp4	80.2 °F
Sp5	80.1 °F
Sp6	80.0 °F

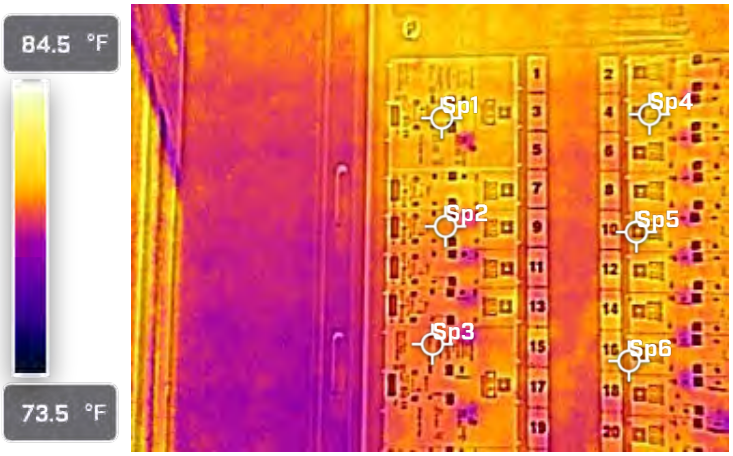
Distribution Panel L2 Section 2

Note

Note	



7/16/2024 12:21:57 PM



FLIR4327.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4327.jpg
File size	439 KB
Width	320
Height	240
Minimum temp.	77.5 °F
Maximum temp.	81.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

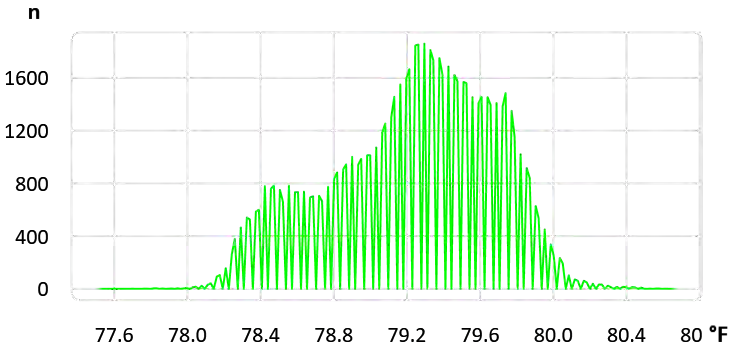
Measurements

Sp1	80.6 °F
Sp2	80.0 °F
Sp3	79.8 °F
Sp4	80.6 °F
Sp5	80.3 °F
Sp6	80.1 °F

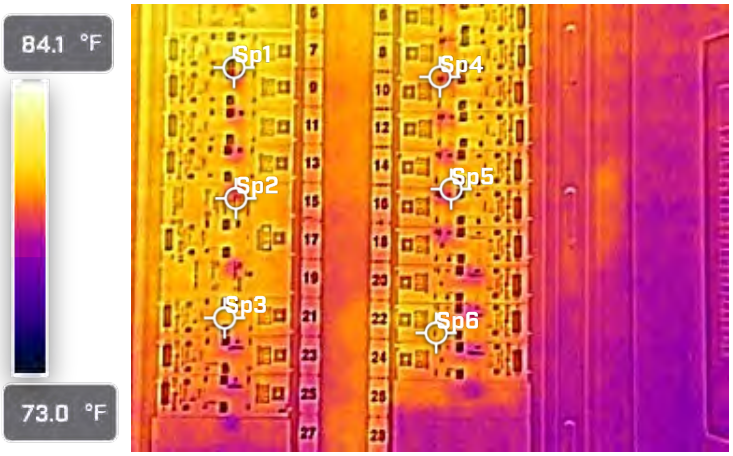
Distribution Panel H2 Top

Note

Note	



7/16/2024 12:22:02 PM



FLIR4329.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4329.jpg
File size	436 KB
Width	320
Height	240
Minimum temp.	77.3 °F
Maximum temp.	81.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

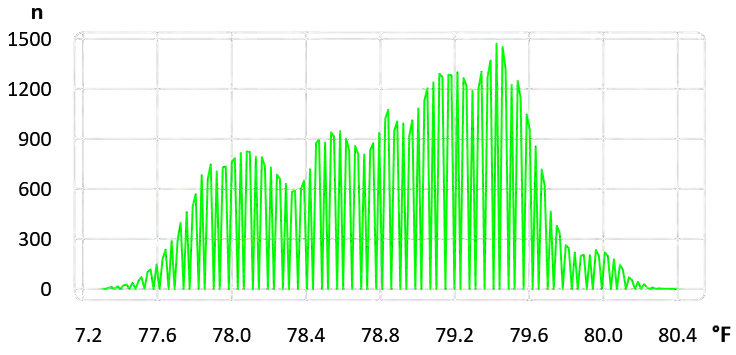
Measurements

Sp1	80.1 °F
Sp2	79.1 °F
Sp3	80.2 °F
Sp4	79.4 °F
Sp5	79.4 °F
Sp6	80.1 °F

Distribution Panel H2 Bottom

Note

Note	



7/16/2024 12:30:59 PM

FLIR4344.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4344.jpg
File size	378 KB
Width	320
Height	240
Minimum temp.	71.4 °F
Maximum temp.	80.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

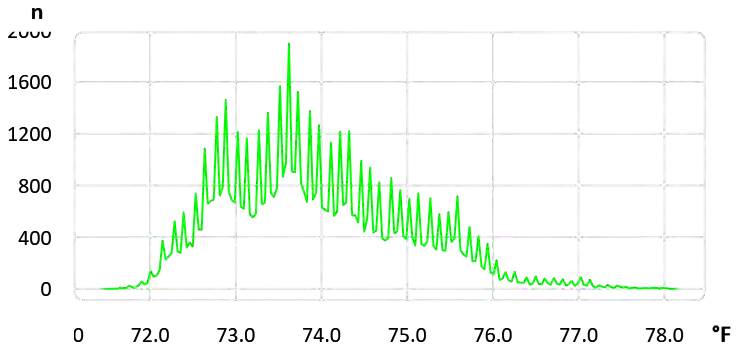
Measurements

Sp1	78.6 °F
Sp2	79.1 °F
Sp3	79.9 °F

Main Switch for Power #1

Note

Note	



7/16/2024 12:31:29 PM

FLIR4347.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4347.jpg
File size	354 KB
Width	320
Height	240
Minimum temp.	72.8 °F
Maximum temp.	83.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

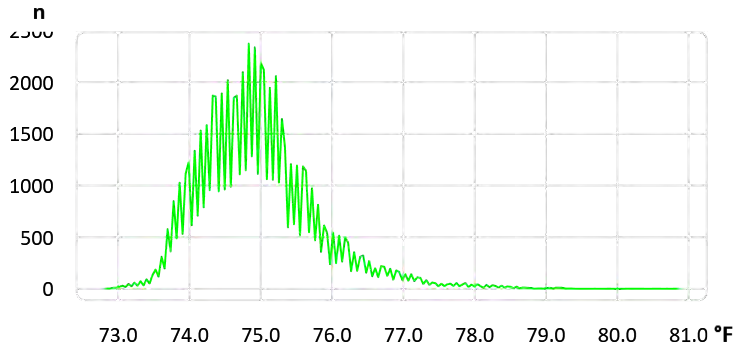
Measurements

Sp1	79.4 °F

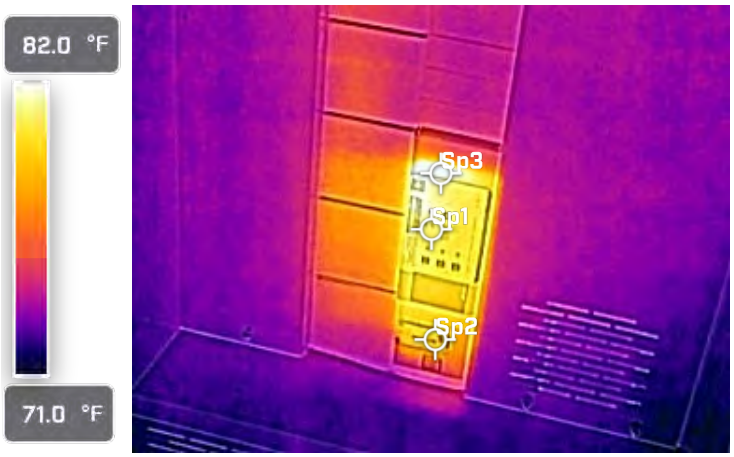
Switch Disconnect #1

Note

Note	



7/16/2024 12:31:41 PM



FLIR4349.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4349.jpg
File size	377 KB
Width	320
Height	240
Minimum temp.	70.6 °F
Maximum temp.	83.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

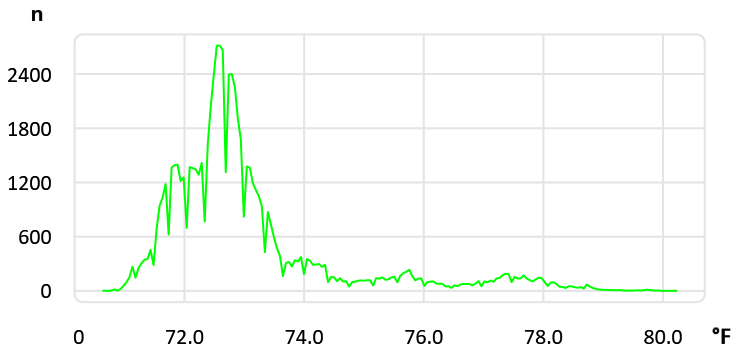
Measurements

Sp1	80.6 °F
Sp2	78.6 °F
Sp3	82.3 °F

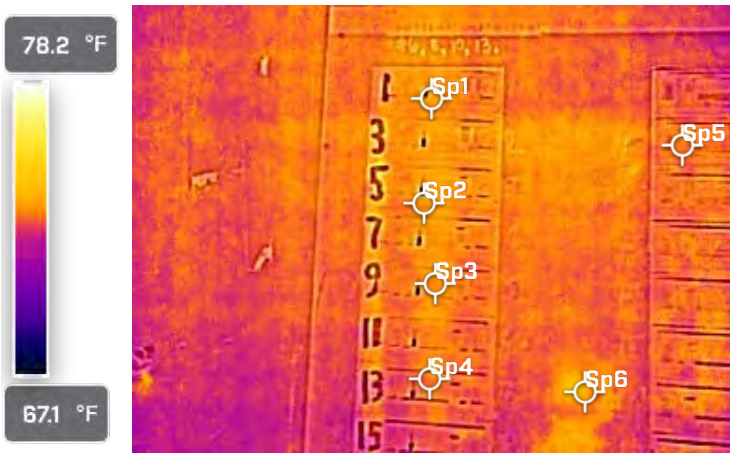
Switch Disconnect #2

Note

Note	



7/16/2024 12:32:08 PM



FLIR4352.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4352.jpg
File size	400 KB
Width	320
Height	240
Minimum temp.	71.4 °F
Maximum temp.	74.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

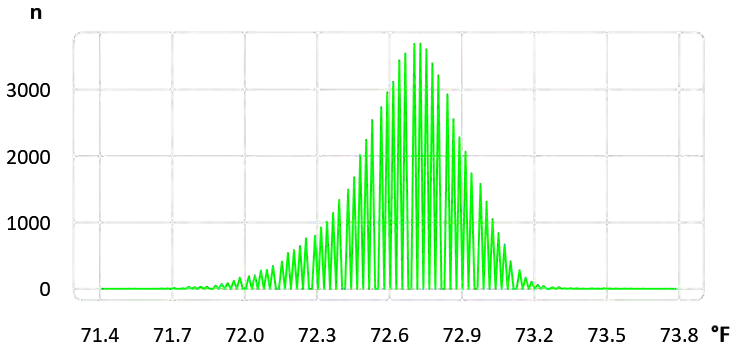
Measurements

Sp1	73.7 °F
Sp2	73.4 °F
Sp3	73.4 °F
Sp4	73.2 °F
Sp5	73.3 °F
Sp6	74.1 °F

Distribution Panel LPEH-1 Top

Note

Note	



7/16/2024 12:32:13 PM

FLIR4354.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4354.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	71.0 °F
Maximum temp.	79.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

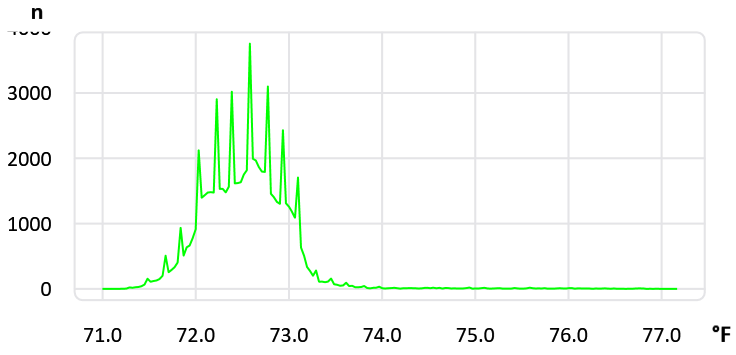
Measurements

Sp1	73.7 °F
Sp2	73.7 °F
Sp3	74.5 °F
Sp4	77.9 °F
Sp5	73.5 °F

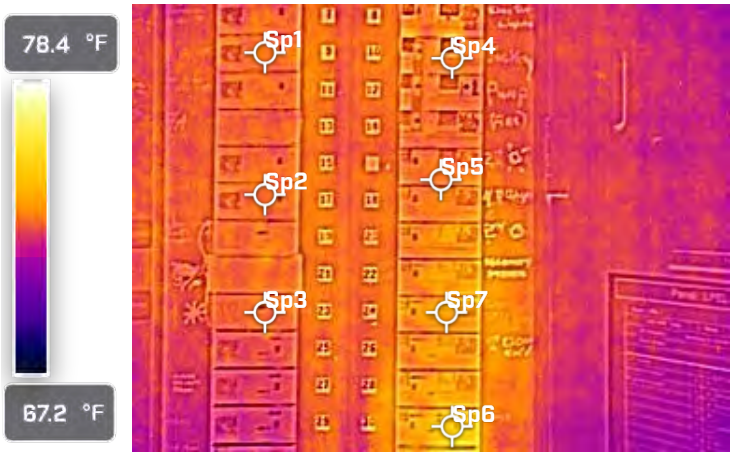
Distribution Panel LPEH-1 Bottom

Note

Note	



7/16/2024 12:32:44 PM



FLIR4359.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4359.jpg
File size	405 KB
Width	320
Height	240
Minimum temp.	70.8 °F
Maximum temp.	75.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

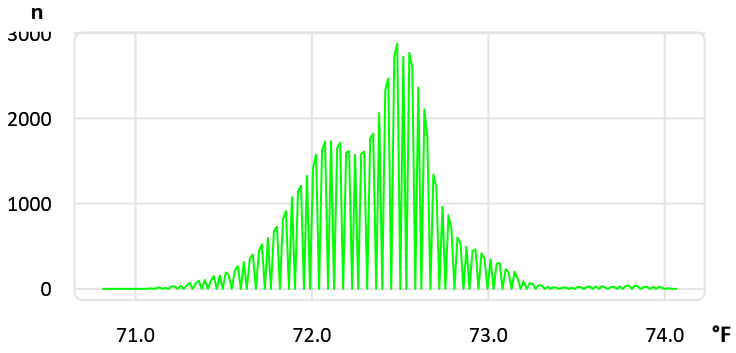
Measurements

Sp1	73.2 °F
Sp2	73.1 °F
Sp3	73.0 °F
Sp4	73.3 °F
Sp5	73.1 °F
Sp6	74.7 °F
Sp7	73.8 °F

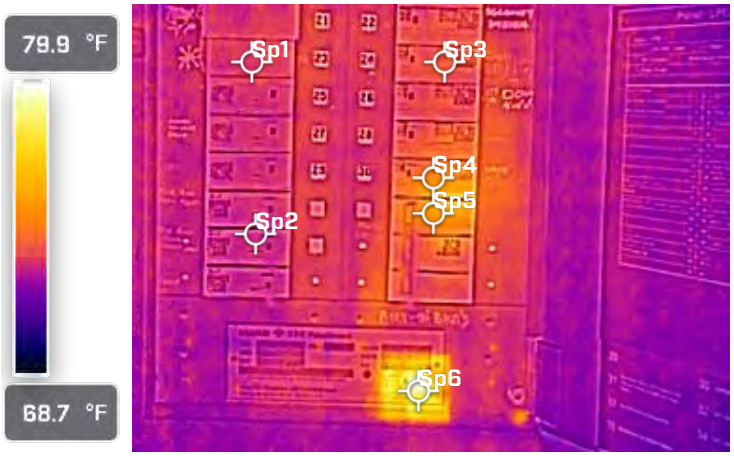
Distribution Panel LPEL-1 Top

Note

Note	



7/16/2024 12:32:50 PM



FLIR4361.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4361.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	70.9 °F
Maximum temp.	79.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

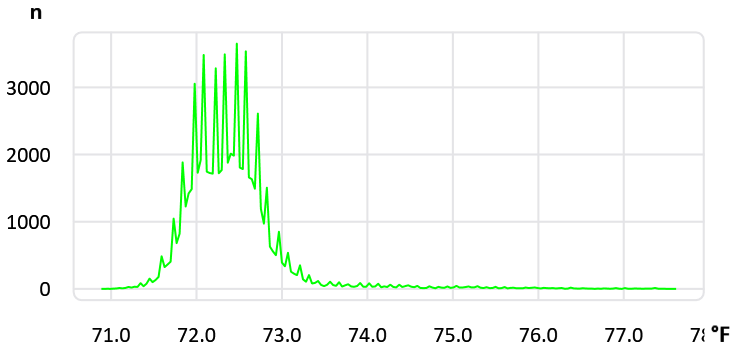
Measurements

Sp1	73.2 °F
Sp2	72.8 °F
Sp3	73.6 °F
Sp4	74.9 °F
Sp5	75.4 °F
Sp6	79.0 °F

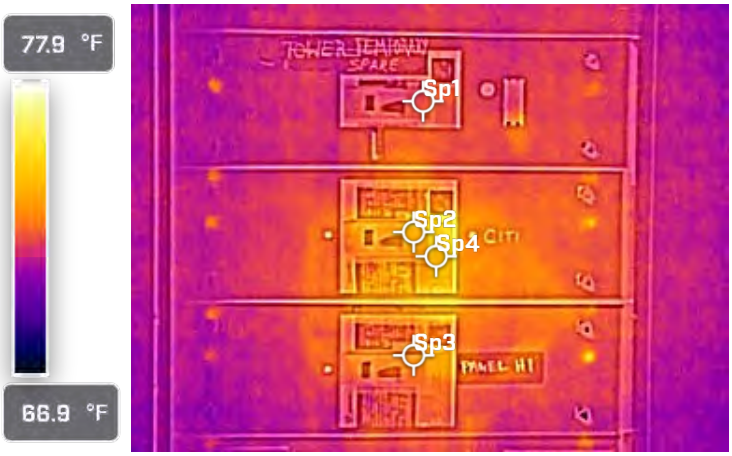
Distribution Panel LPEL-1 Bottom

Note

Note	



7/16/2024 12:33:32 PM



FLIR4368.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4368.jpg
File size	376 KB
Width	320
Height	240
Minimum temp.	69.9 °F
Maximum temp.	76.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

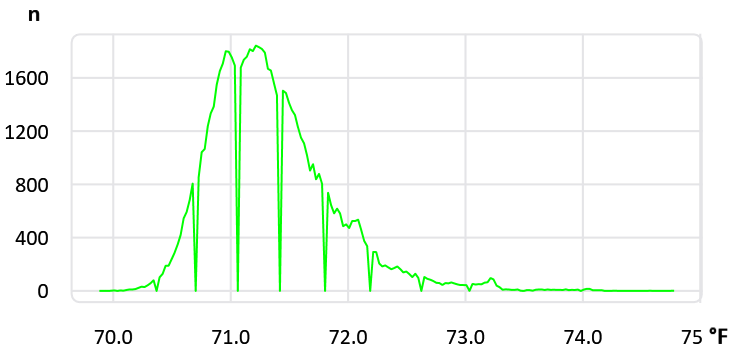
Measurements

Sp1	72.1 °F
Sp2	73.8 °F
Sp3	73.1 °F
Sp4	74.1 °F

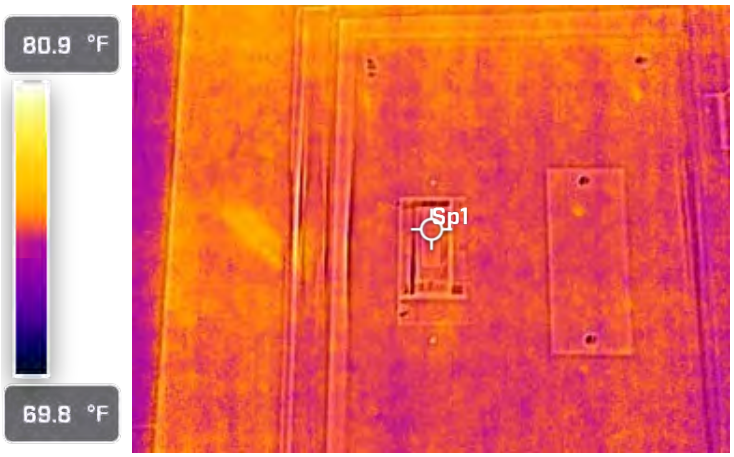
Main Breaker Disconnect PPH-1

Note

Note	



7/16/2024 12:34:06 PM



FLIR4375.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4375.jpg
File size	379 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	76.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

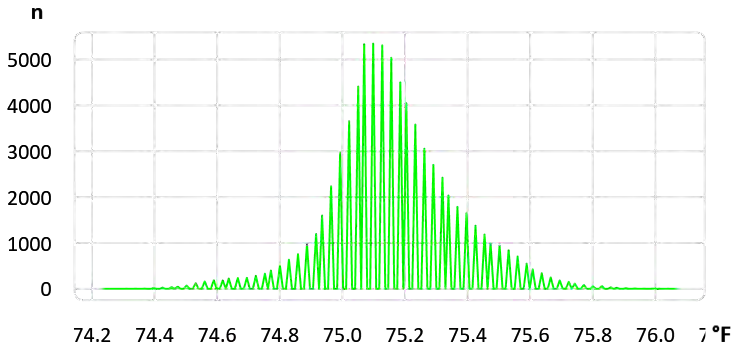
Measurements

Sp1	75.5 °F

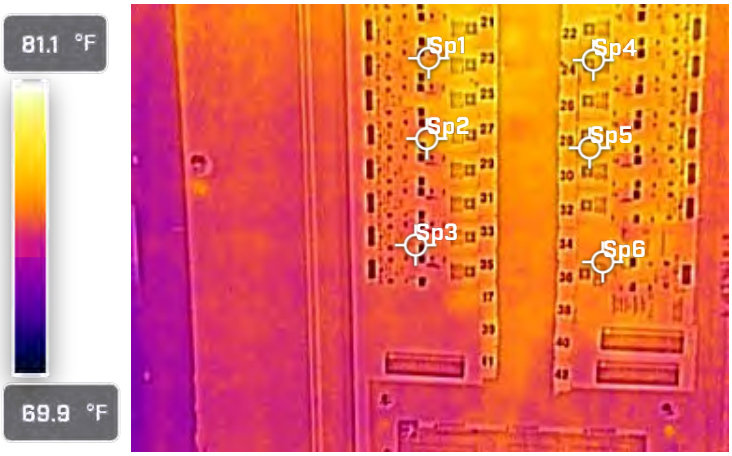
Main Breaker Disconnect PPEH-1

Note

Note	



7/16/2024 12:34:17 PM



FLIR4379.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4379.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	73.1 °F
Maximum temp.	77.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

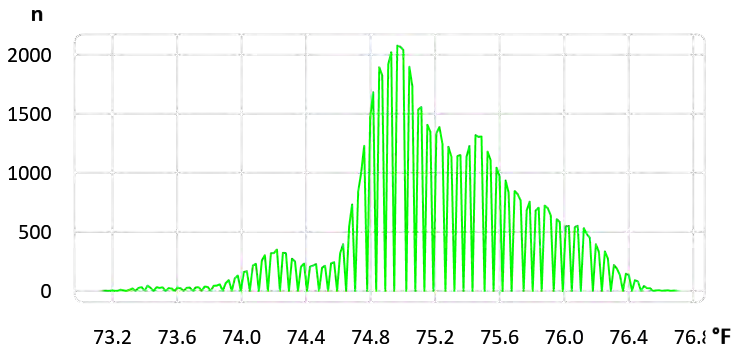
Measurements

Sp1	76.5 °F
Sp2	76.9 °F
Sp3	76.0 °F
Sp4	77.2 °F
Sp5	76.8 °F
Sp6	76.4 °F

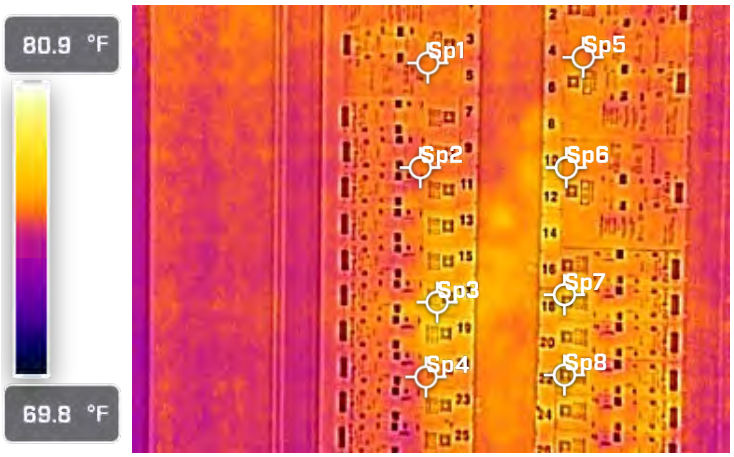
Distribution Panel PPEH-1 Bottom

Note

Note	



7/16/2024 12:34:12 PM



FLIR4377.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4377.jpg
File size	423 KB
Width	320
Height	240
Minimum temp.	73.9 °F
Maximum temp.	77.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

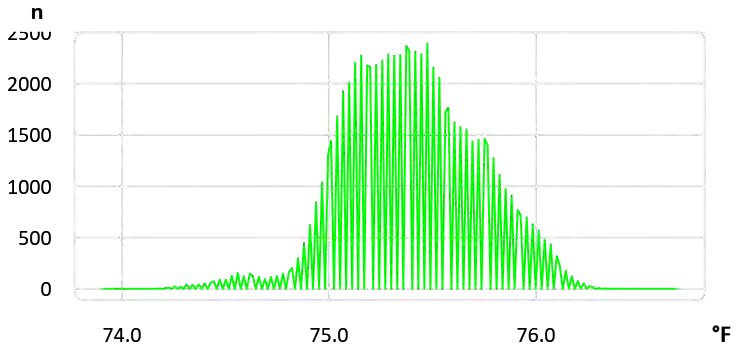
Measurements

Sp1	76.2 °F
Sp2	76.0 °F
Sp3	77.1 °F
Sp4	76.0 °F
Sp5	76.0 °F
Sp6	76.3 °F
Sp7	76.8 °F
Sp8	76.7 °F

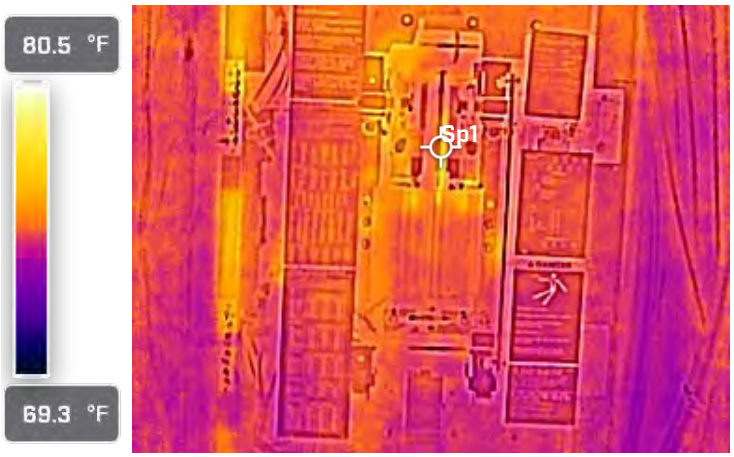
Distribution Panel PPEH-1 Top

Note

Note	



7/16/2024 12:35:15 PM



FLIR4387.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4387.jpg
File size	420 KB
Width	320
Height	240
Minimum temp.	73.1 °F
Maximum temp.	78.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

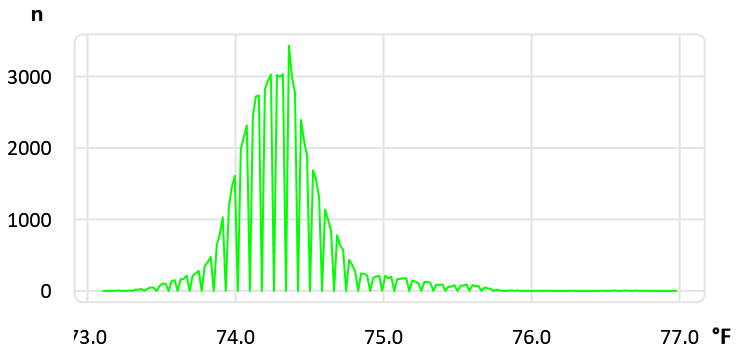
Measurements

Sp1	76.6 °F

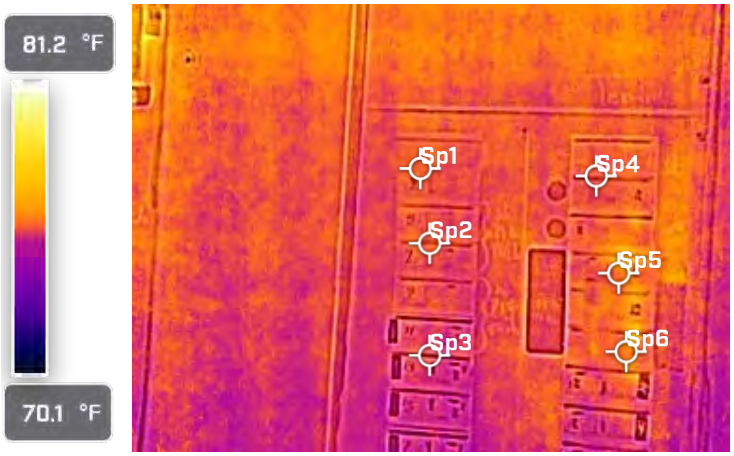
Switch Disconnect #3 (cover off)

Note

Note	



7/16/2024 12:35:45 PM



FLIR4390.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4390.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	74.5 °F
Maximum temp.	78.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

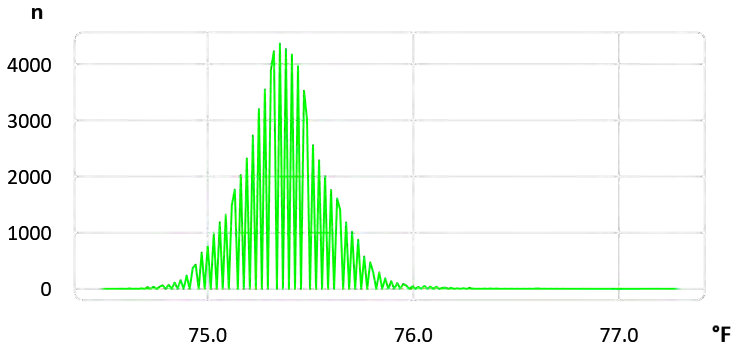
Measurements

Sp1	75.8 °F
Sp2	75.9 °F
Sp3	75.5 °F
Sp4	75.6 °F
Sp5	75.8 °F
Sp6	76.0 °F

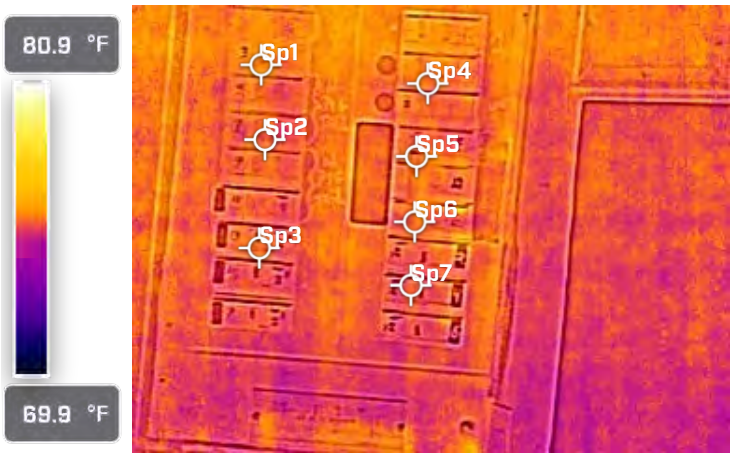
Distribution Panel LPL-1A Top

Note

Note	



7/16/2024 12:35:49 PM



FLIR4392.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4392.jpg
File size	404 KB
Width	320
Height	240
Minimum temp.	74.7 °F
Maximum temp.	76.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

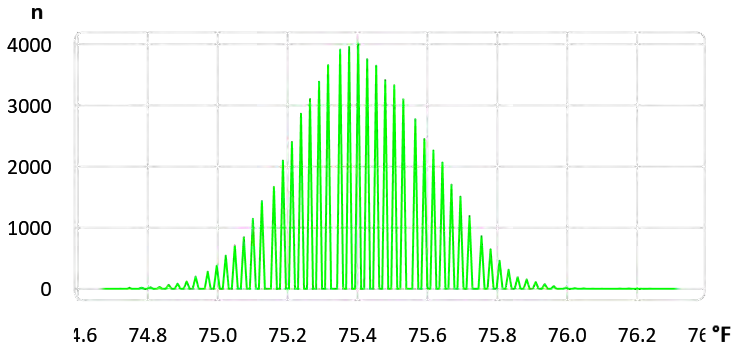
Measurements

Sp1	76.0 °F
Sp2	75.9 °F
Sp3	75.8 °F
Sp4	75.9 °F
Sp5	75.8 °F
Sp6	75.8 °F
Sp7	75.8 °F

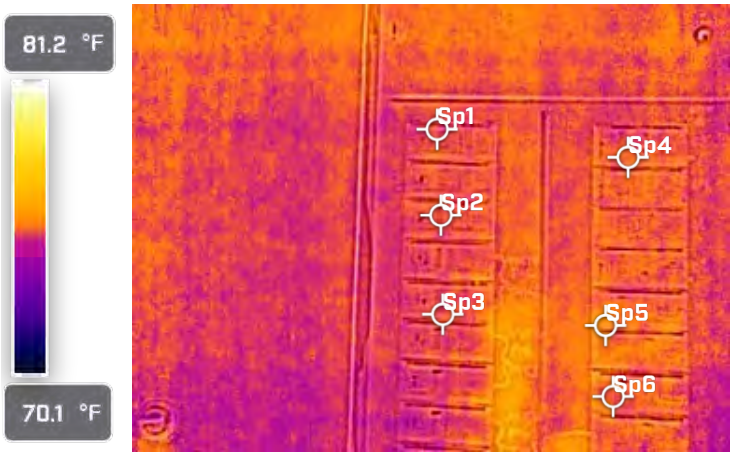
Text annotations

Note

Note	



7/16/2024 12:36:26 PM



FLIR4396.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4396.jpg
File size	395 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	76.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

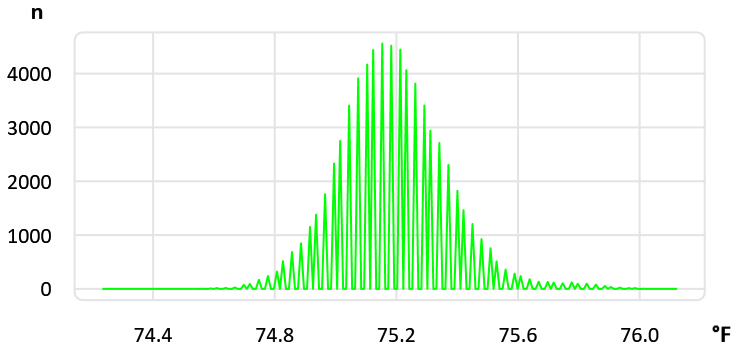
Measurements

Sp1	75.4 °F
Sp2	75.7 °F
Sp3	75.4 °F
Sp4	75.6 °F
Sp5	76.0 °F
Sp6	75.6 °F

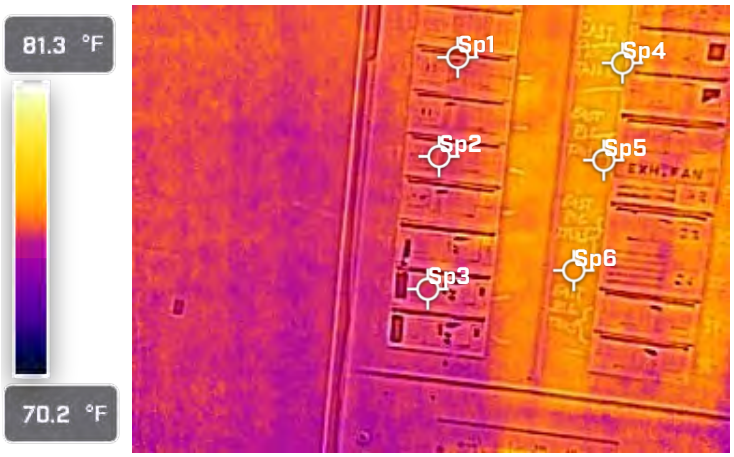
Distribution Panel LPL-1B Top

Note

Note	



7/16/2024 12:36:31 PM



FLIR4398.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4398.jpg
File size	407 KB
Width	320
Height	240
Minimum temp.	74.5 °F
Maximum temp.	77.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

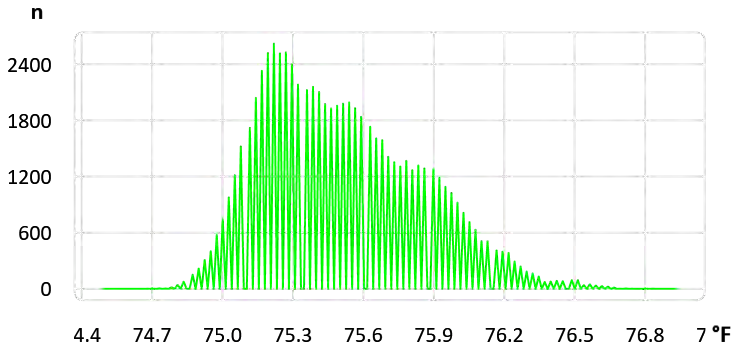
Measurements

Sp1	75.8 °F
Sp2	75.6 °F
Sp3	75.4 °F
Sp4	77.3 °F
Sp5	76.3 °F
Sp6	76.5 °F

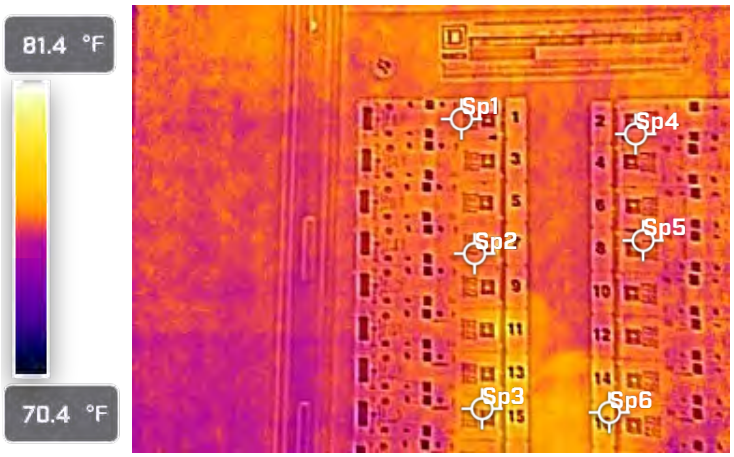
Distribution Panel LPL-1B Bottom

Note

Note	



7/16/2024 12:37:09 PM



FLIR4406.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4406.jpg
File size	414 KB
Width	320
Height	240
Minimum temp.	73.9 °F
Maximum temp.	77.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

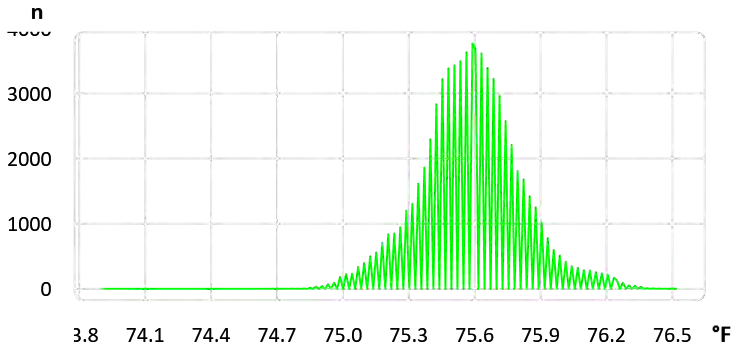
Measurements

Sp1	76.2 °F
Sp2	76.1 °F
Sp3	76.4 °F
Sp4	76.2 °F
Sp5	76.2 °F
Sp6	76.9 °F

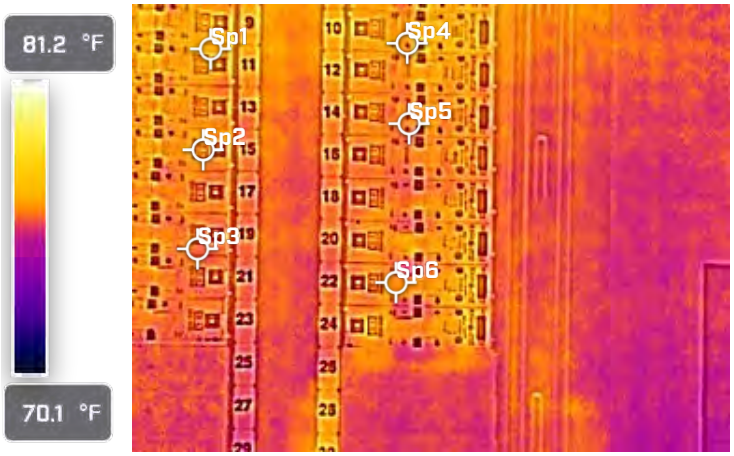
Distribution Panel H1 Top

Note

Note	



7/16/2024 12:37:14 PM



FLIR4408.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	74.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	46.0%

File information

File name	FLIR4408.jpg
File size	431 KB
Width	320
Height	240
Minimum temp.	74.6 °F
Maximum temp.	77.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

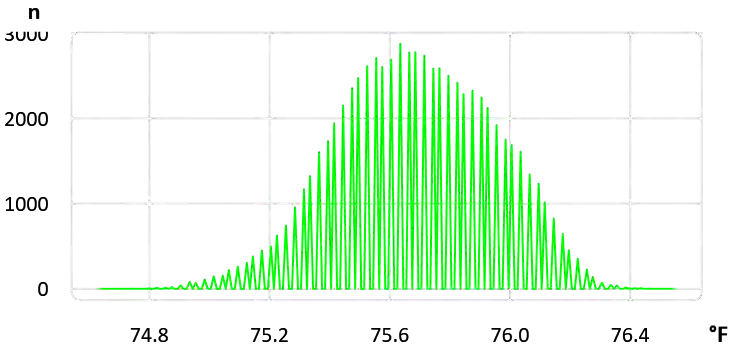
Measurements

Sp1	76.7 °F
Sp2	76.4 °F
Sp3	76.2 °F
Sp4	76.5 °F
Sp5	76.2 °F
Sp6	76.4 °F

Distribution Panel H1 Bottom

Note

Note	



7/16/2024 12:45:35 PM

FLIR4419.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4419.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	73.3 °F
Maximum temp.	78.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

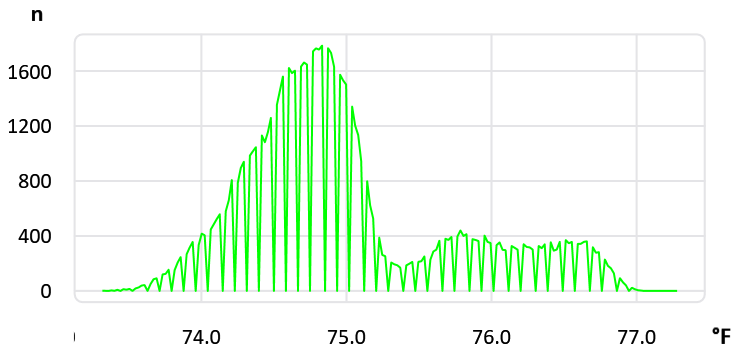
Measurements

Sp1	75.0 °F
Sp2	77.6 °F

Main Switch Panel PE1

Note

Note	



7/16/2024 12:45:41 PM

FLIR4421.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4421.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	72.8 °F
Maximum temp.	78.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

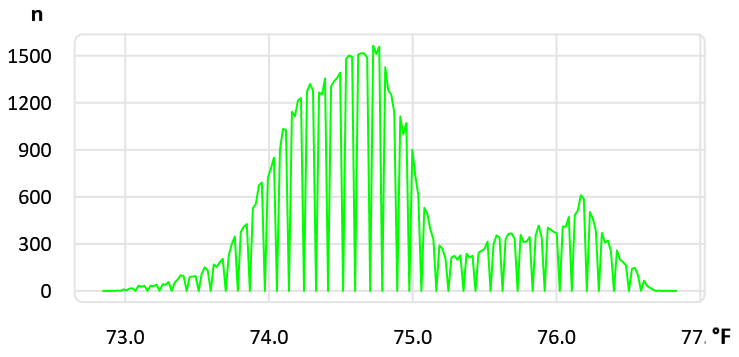
Measurements

Sp1	74.7 °F
Sp2	77.6 °F

Main Switch Panel PE2

Note

Note	



7/16/2024 12:45:46 PM

FLIR4423.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4423.jpg
File size	405 KB
Width	320
Height	240
Minimum temp.	72.8 °F
Maximum temp.	78.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

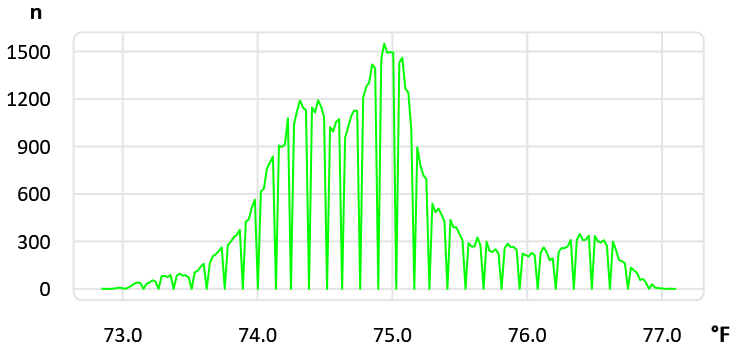
Measurements

Sp1	75.0 °F
Sp2	78.2 °F

Main Switch Panel PE3

Note

Note	



7/16/2024 12:45:50 PM

FLIR4425.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4425.jpg
File size	383 KB
Width	320
Height	240
Minimum temp.	66.4 °F
Maximum temp.	77.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

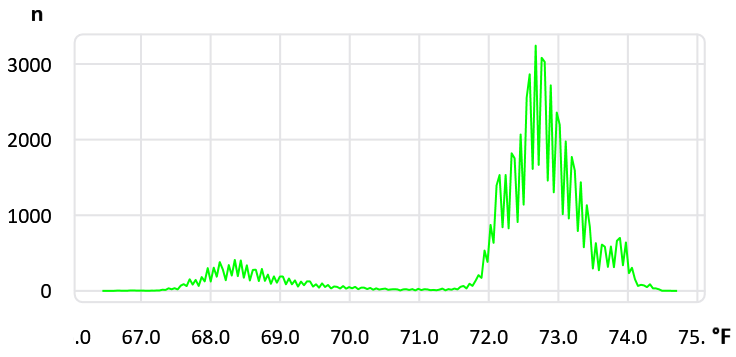
Measurements

Sp1	77.1 °F
Sp2	74.2 °F

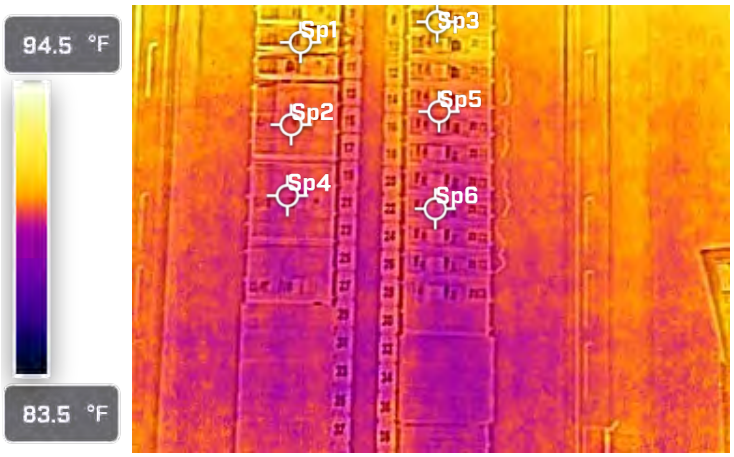
Main Switch Panel PE4

Note

Note	



7/16/2024 12:53:44 PM



FLIR4456.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4456.jpg
File size	403 KB
Width	320
Height	240
Minimum temp.	88.8 °F
Maximum temp.	91.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

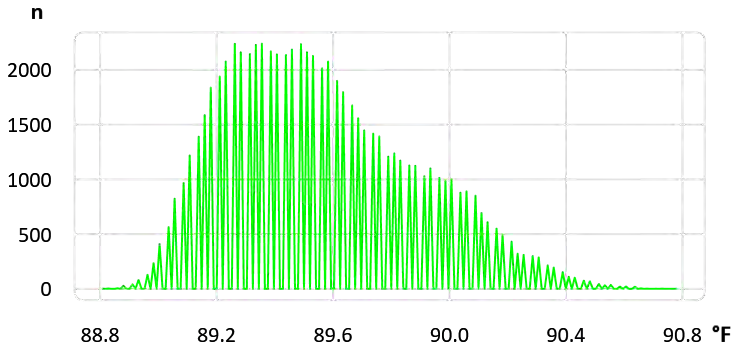
Measurements

Sp1	90.3 °F
Sp2	89.7 °F
Sp3	90.5 °F
Sp4	89.4 °F
Sp5	89.7 °F
Sp6	89.3 °F

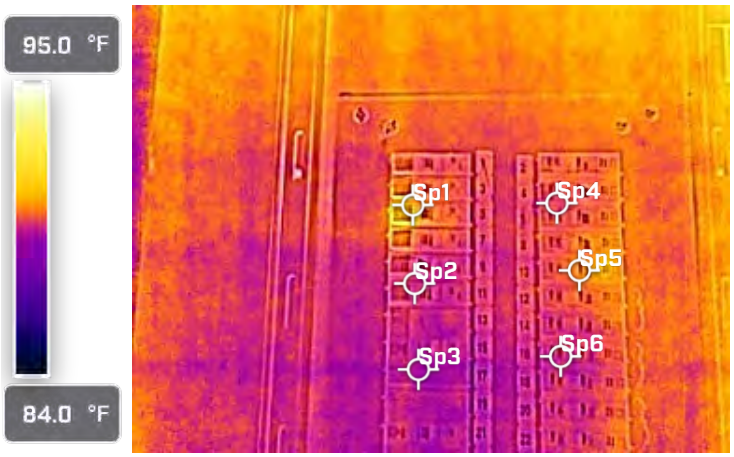
Distribution Panel # 1 Bottom

Note

Note	



7/16/2024 12:53:48 PM



FLIR4458.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4458.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	88.9 °F
Maximum temp.	91.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

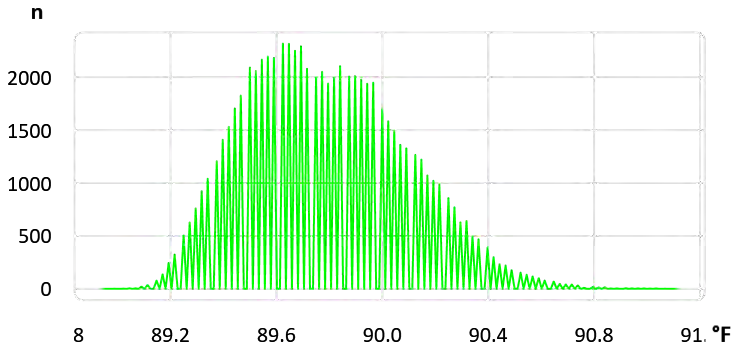
Measurements

Sp1	90.6 °F
Sp2	89.6 °F
Sp3	89.4 °F
Sp4	89.9 °F
Sp5	90.4 °F
Sp6	89.6 °F

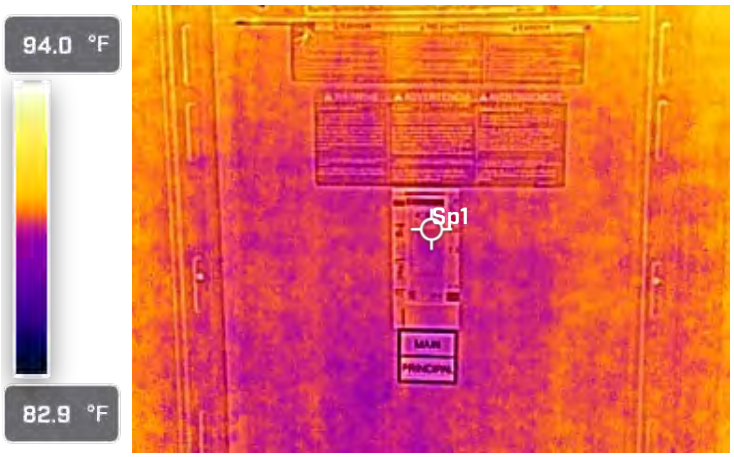
Distribution Panel # 1 Top

Note

Note	



7/16/2024 12:53:53 PM



FLIR4460.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4460.jpg
File size	390 KB
Width	320
Height	240
Minimum temp.	88.0 °F
Maximum temp.	90.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

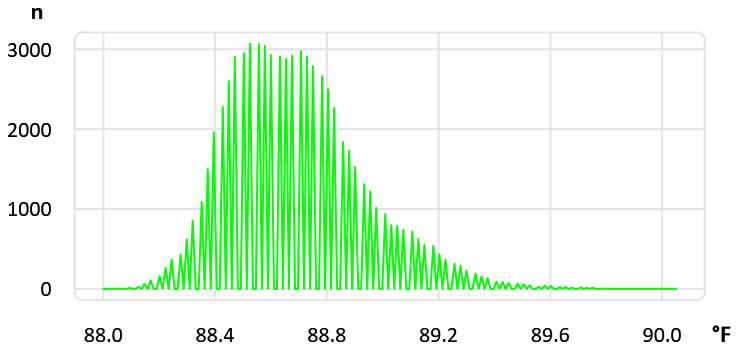
Measurements

Sp1	88.7 °F

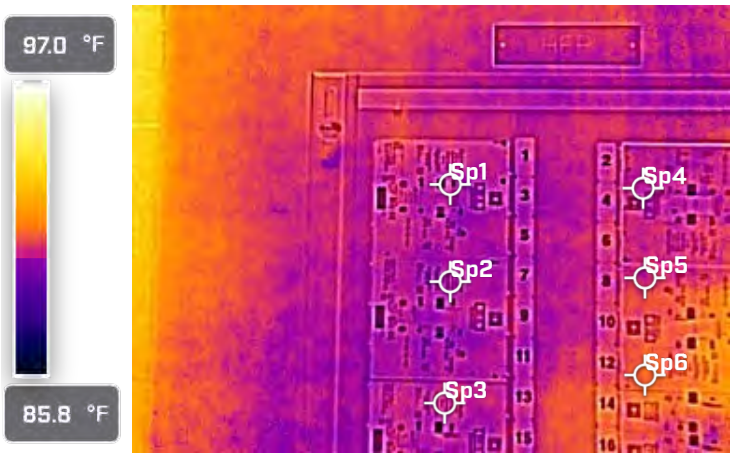
Main Breaker #1

Note

Note	



7/16/2024 12:54:20 PM



FLIR4464.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4464.jpg
File size	401 KB
Width	320
Height	240
Minimum temp.	89.6 °F
Maximum temp.	94.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

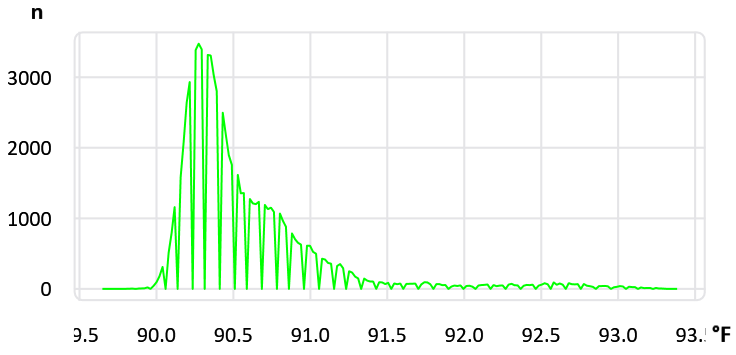
Measurements

Sp1	90.5 °F
Sp2	90.5 °F
Sp3	90.6 °F
Sp4	90.3 °F
Sp5	90.5 °F
Sp6	91.5 °F

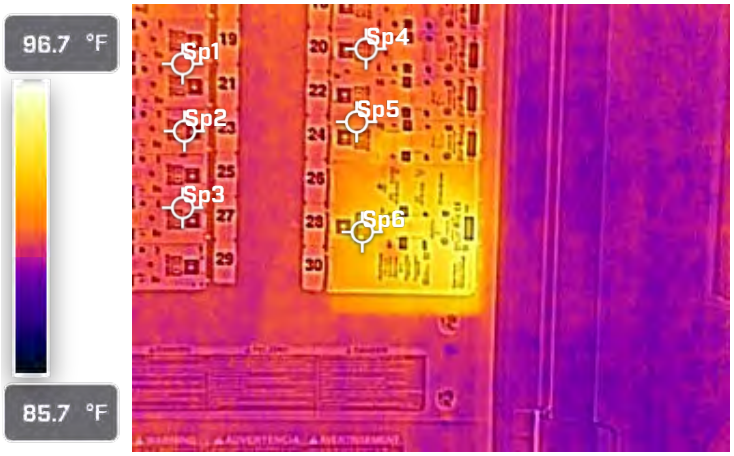
Distribution Panel HER Top

Note

Note	



7/16/2024 12:54:29 PM



FLIR4468.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4468.jpg
File size	408 KB
Width	320
Height	240
Minimum temp.	89.0 °F
Maximum temp.	94.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

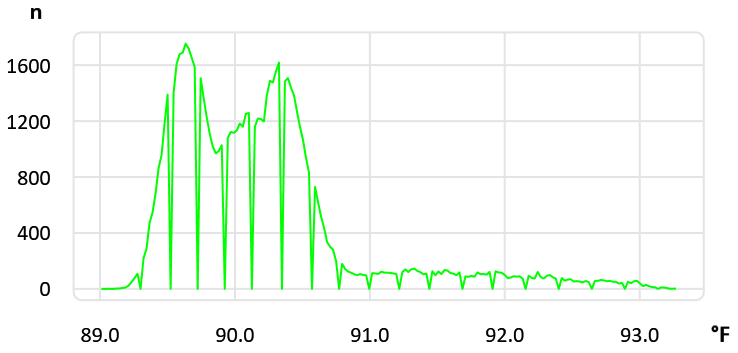
Measurements

Sp1	90.8 °F
Sp2	90.8 °F
Sp3	90.8 °F
Sp4	91.0 °F
Sp5	91.2 °F
Sp6	92.9 °F

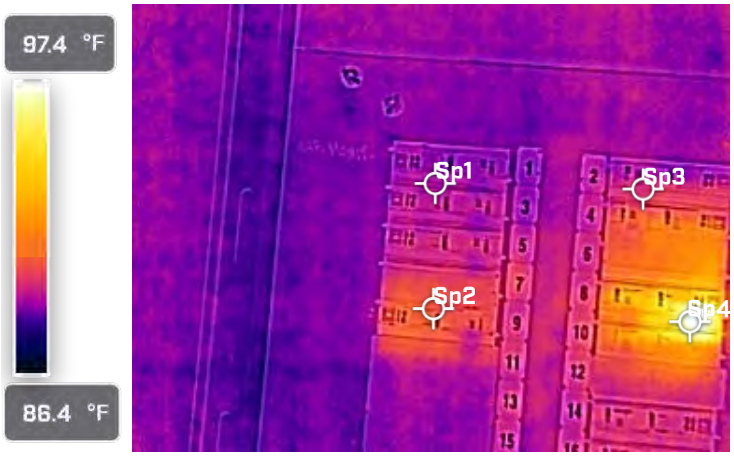
Distribution Panel HER Bottom

Note

Note	



7/16/2024 12:55:11 PM



FLIR4473.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4473.jpg
File size	379 KB
Width	320
Height	240
Minimum temp.	87.7 °F
Maximum temp.	98.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

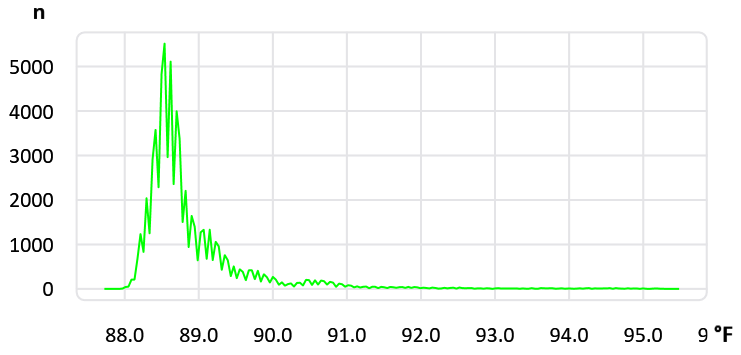
Measurements

Sp1	89.2 °F
Sp2	90.6 °F
Sp3	89.6 °F
Sp4	97.4 °F

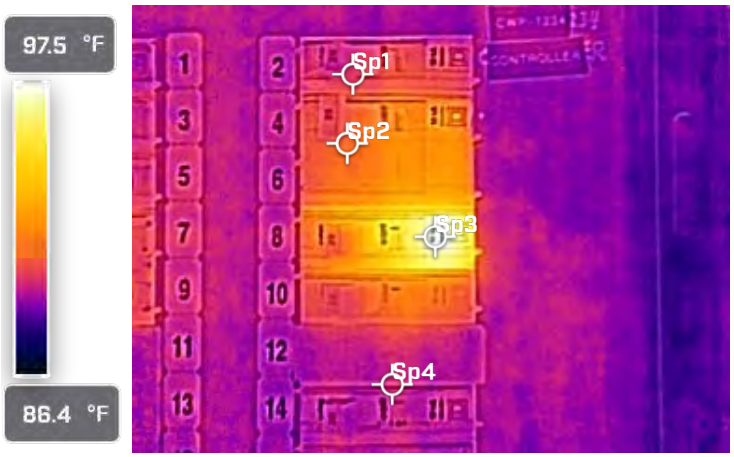
Distribution Panel LER Top Left

Note

Note	



7/16/2024 12:55:23 PM



FLIR4475.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4475.jpg
File size	370 KB
Width	320
Height	240
Minimum temp.	87.8 °F
Maximum temp.	97.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

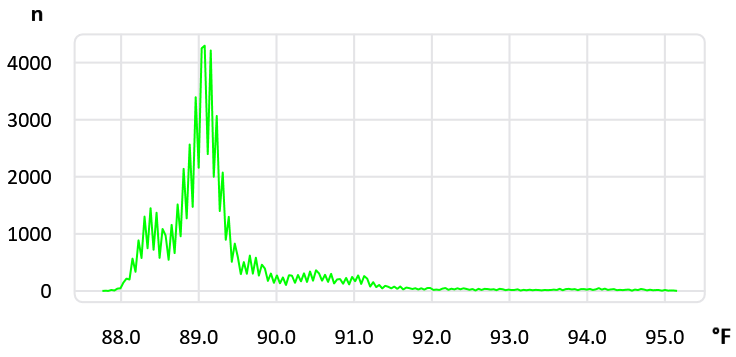
Measurements

Sp1	90.2 °F
Sp2	91.2 °F
Sp3	97.6 °F
Sp4	90.1 °F

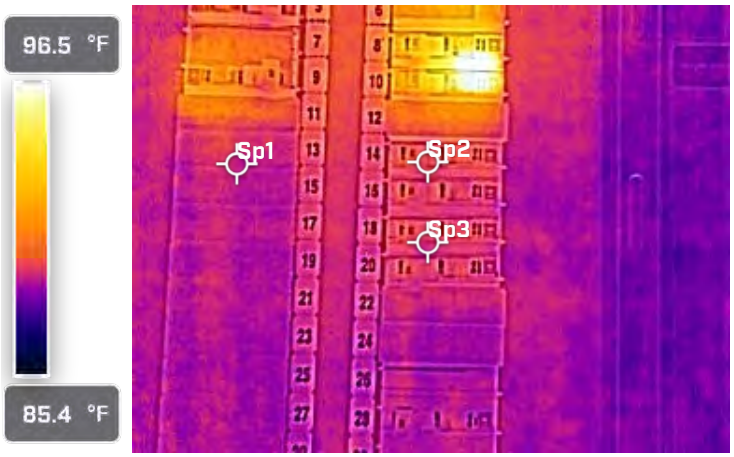
Distribution Panel LER Top Right

Note

Note	



7/16/2024 12:55:29 PM



FLIR4477.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4477.jpg
File size	388 KB
Width	320
Height	240
Minimum temp.	87.7 °F
Maximum temp.	97.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

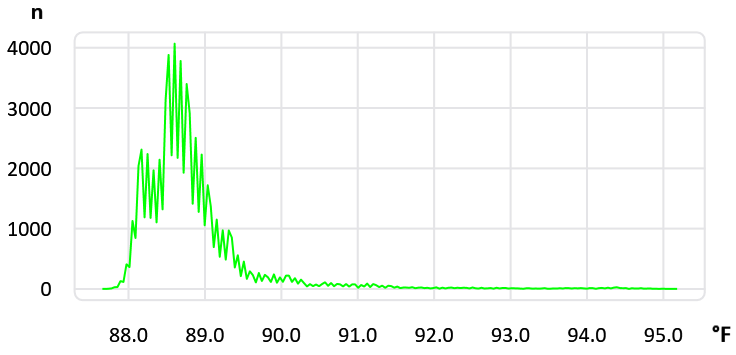
Measurements

Sp1	89.1 °F
Sp2	89.5 °F
Sp3	89.3 °F

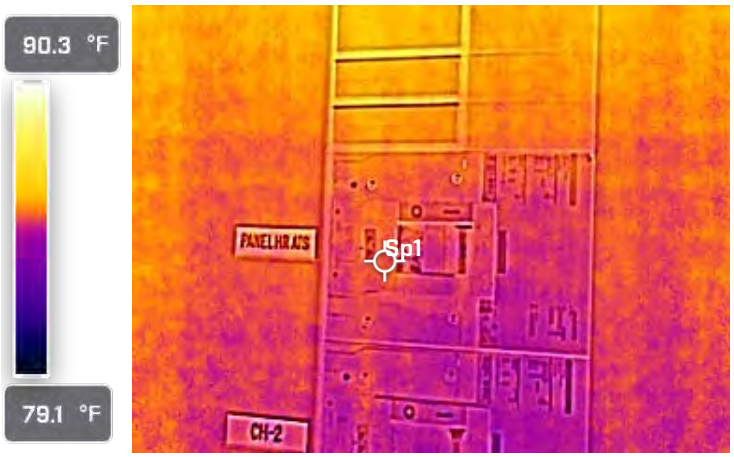
Distribution Panel LER Bottom

Note

Note	



7/16/2024 12:56:31 PM



FLIR4480.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4480.jpg
File size	378 KB
Width	320
Height	240
Minimum temp.	83.8 °F
Maximum temp.	86.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

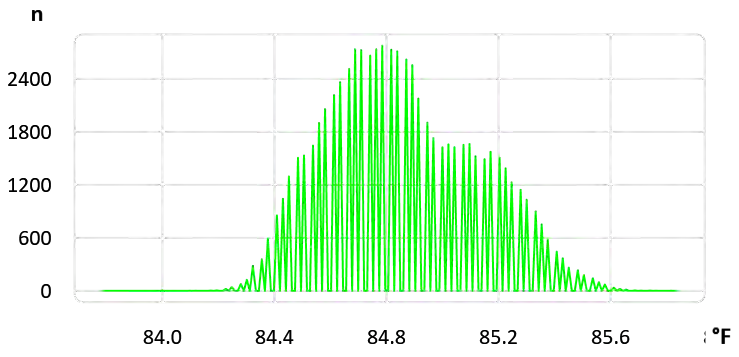
Measurements

Sp1	85.1 °F

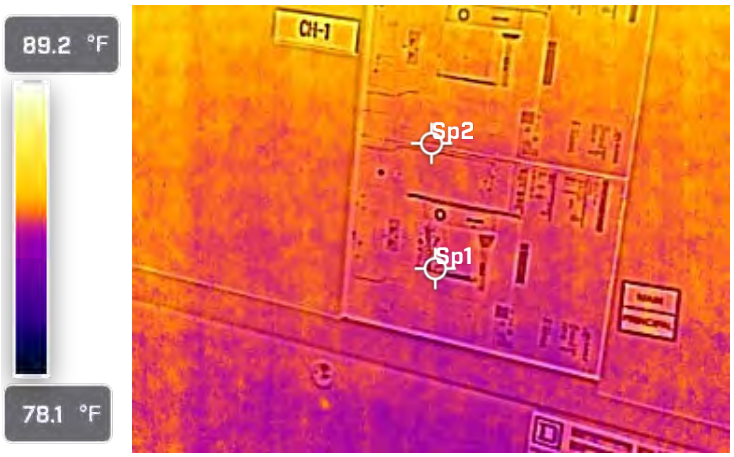
Switch Disconnect RDP (HR ATS)

Note

Note	



7/16/2024 12:56:36 PM



FLIR4482.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4482.jpg
File size	390 KB
Width	320
Height	240
Minimum temp.	82.9 °F
Maximum temp.	85.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

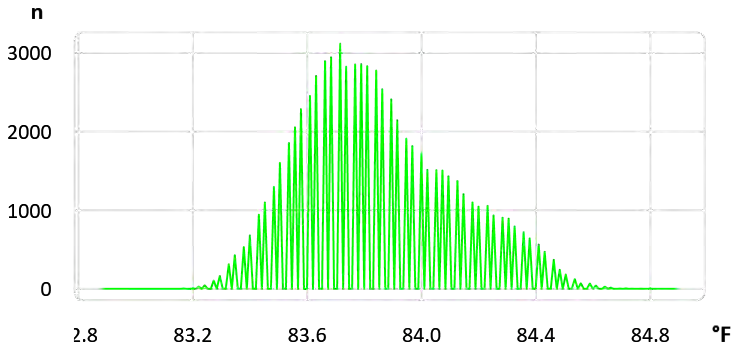
Measurements

Sp1	84.0 °F
Sp2	84.0 °F

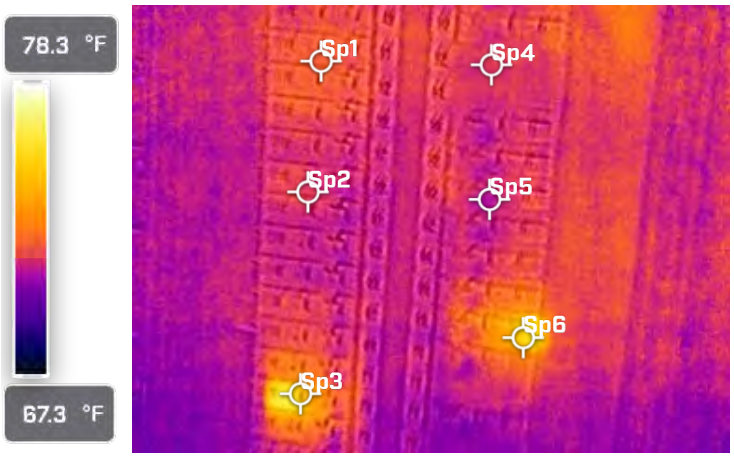
Switch Disconnect RDP (CH-1)

Note

Note	



7/16/2024 1:02:32 PM



FLIR4491.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4491.jpg
File size	379 KB
Width	320
Height	240
Minimum temp.	69.8 °F
Maximum temp.	76.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

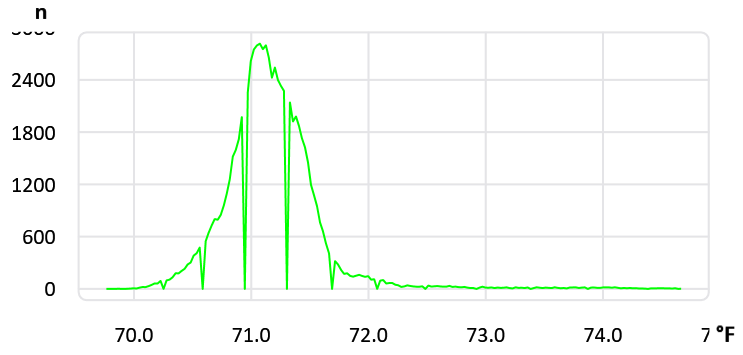
Measurements

Sp1	72.3 °F
Sp2	71.8 °F
Sp3	74.8 °F
Sp4	71.8 °F
Sp5	71.2 °F
Sp6	75.5 °F

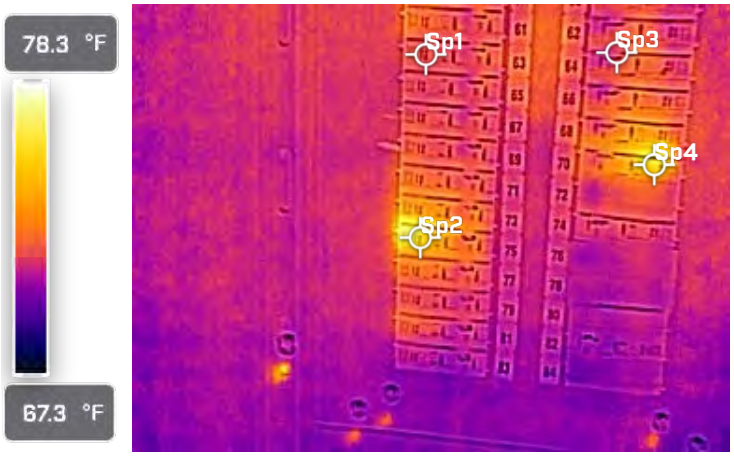
Distribution Panel H1 Top

Note

Note	



7/16/2024 1:02:38 PM



FLIR4493.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4493.jpg
File size	396 KB
Width	320
Height	240
Minimum temp.	69.4 °F
Maximum temp.	77.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

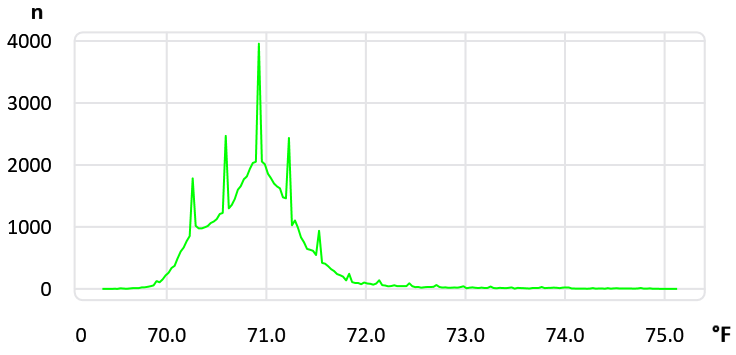
Measurements

Sp1	71.9 °F
Sp2	75.6 °F
Sp3	71.7 °F
Sp4	75.4 °F

Distribution Panel H1 Bottom

Note

Note	



7/16/2024 1:02:48 PM

FLIR4497.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4497.jpg
File size	372 KB
Width	320
Height	240
Minimum temp.	70.0 °F
Maximum temp.	74.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

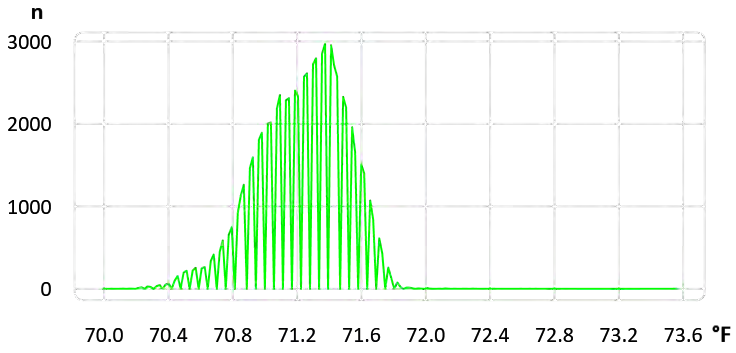
Measurements

Sp1	73.5 °F
Sp2	72.2 °F

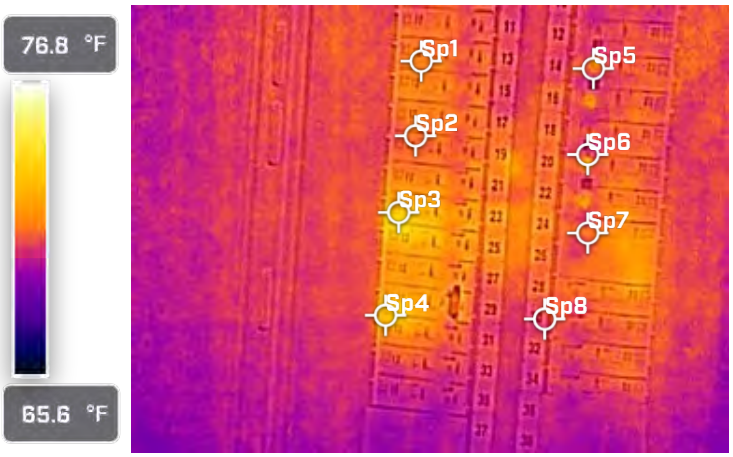
Main Breaker Disconnect #1

Note

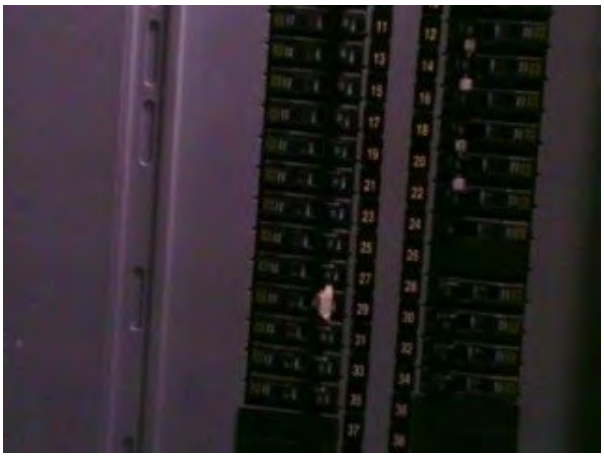
Note	



7/16/2024 1:03:20 PM



FLIR4501.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4501.jpg
File size	385 KB
Width	320
Height	240
Minimum temp.	68.3 °F
Maximum temp.	73.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

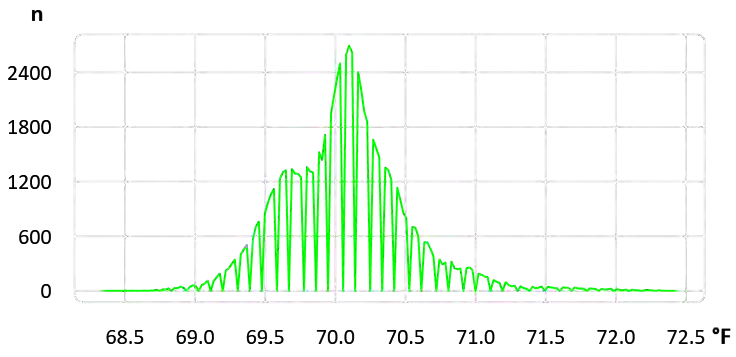
Measurements

Sp1	71.6 °F
Sp2	71.2 °F
Sp3	73.3 °F
Sp4	72.7 °F
Sp5	71.6 °F
Sp6	70.7 °F
Sp7	71.5 °F
Sp8	70.6 °F

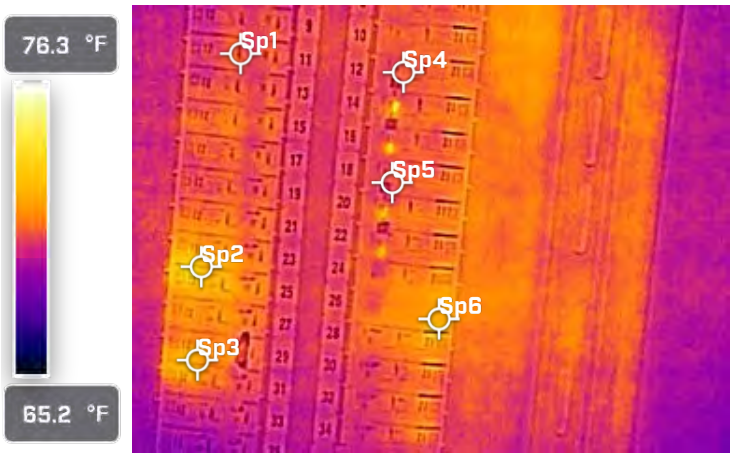
Distribution Panel #1 Left

Note

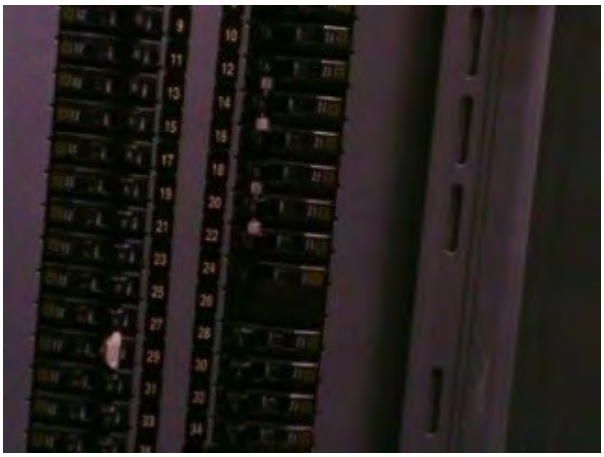
Note	



7/16/2024 1:03:26 PM



FLIR4503.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4503.jpg
File size	390 KB
Width	320
Height	240
Minimum temp.	68.2 °F
Maximum temp.	74.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

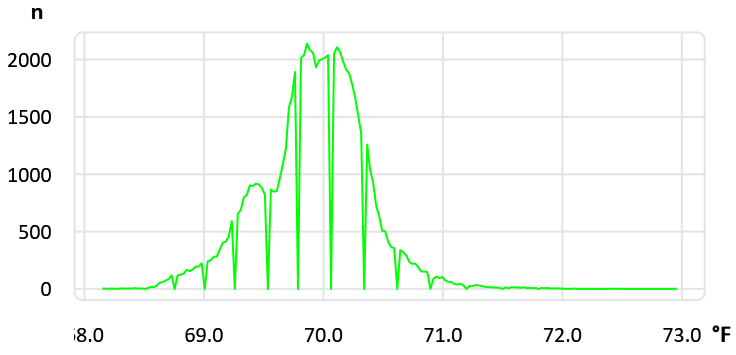
Measurements

Sp1	70.6 °F
Sp2	72.3 °F
Sp3	71.7 °F
Sp4	70.7 °F
Sp5	70.4 °F
Sp6	72.0 °F

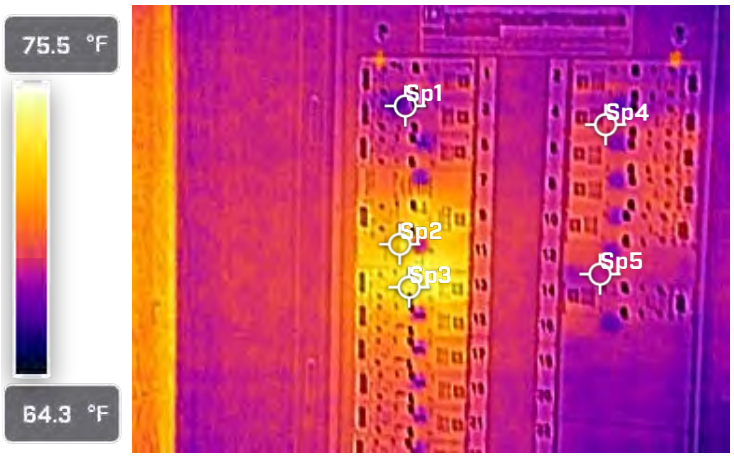
Distribution Panel #1 Right

Note

Note	



7/16/2024 1:04:13 PM



FLIR4507.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4507.jpg
File size	403 KB
Width	320
Height	240
Minimum temp.	65.8 °F
Maximum temp.	73.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

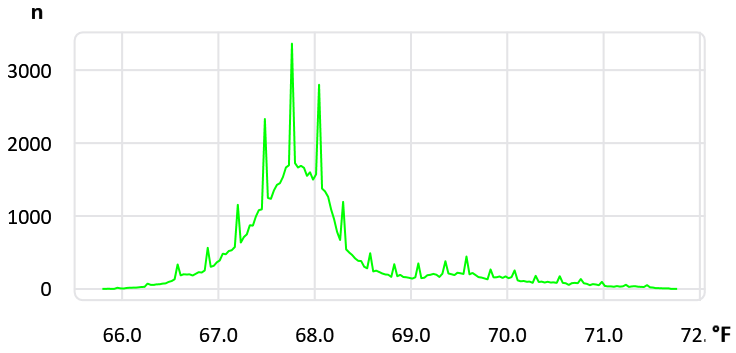
Measurements

Sp1	67.1 °F
Sp2	73.1 °F
Sp3	73.1 °F
Sp4	68.8 °F
Sp5	68.3 °F

Distribution Panel H 15

Note

Note	



7/16/2024 1:04:50 PM

FLIR4511.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4511.jpg
File size	377 KB
Width	320
Height	240
Minimum temp.	76.6 °F
Maximum temp.	90.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

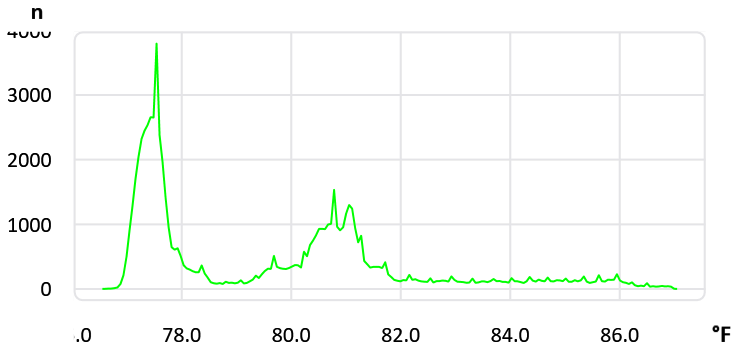
Measurements

Sp1	90.5 °F
Sp2	83.5 °F
Sp3	82.7 °F

Master Panel Breaker LT 19 Left

Note

Note	



7/16/2024 1:04:59 PM

FLIR4513.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4513.jpg
File size	396 KB
Width	320
Height	240
Minimum temp.	74.3 °F
Maximum temp.	89.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

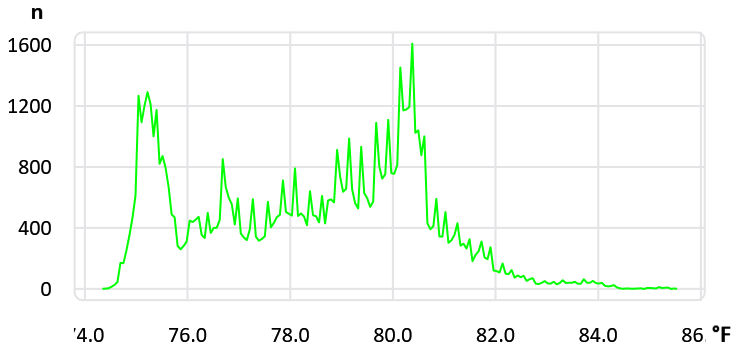
Measurements

Sp1	83.6 °F
Sp2	89.2 °F
Sp3	78.3 °F

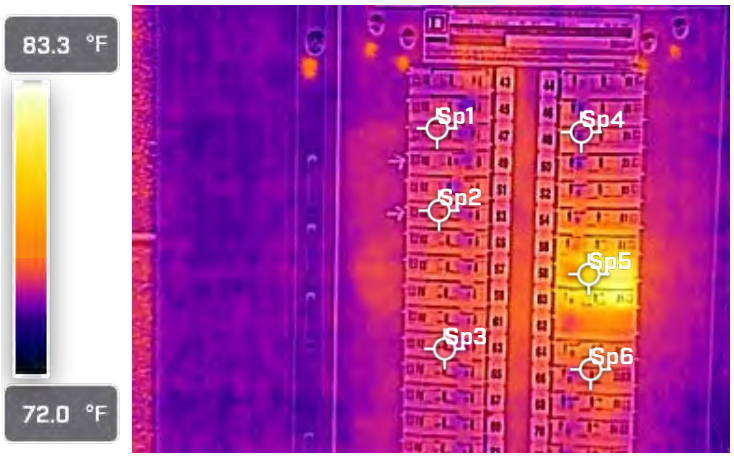
Master Panel Breaker LT 19 Right

Note

Note	



7/16/2024 1:38:30 PM



FLIR4523.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4523.jpg
File size	422 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	81.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

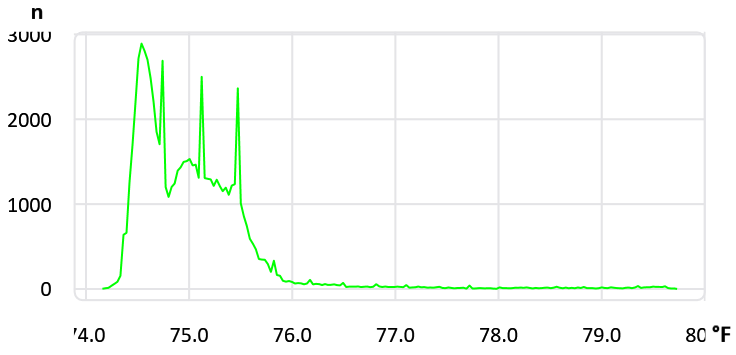
Measurements

Sp1	75.6 °F
Sp2	75.8 °F
Sp3	75.8 °F
Sp4	74.9 °F
Sp5	80.3 °F
Sp6	76.2 °F

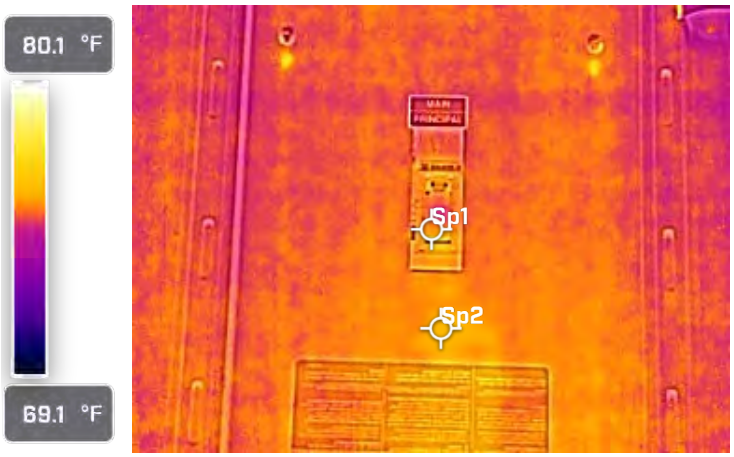
Distribution Panel L 13 Top

Note

Note	



7/16/2024 1:38:53 PM



FLIR4529.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4529.jpg
File size	374 KB
Width	320
Height	240
Minimum temp.	74.0 °F
Maximum temp.	78.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

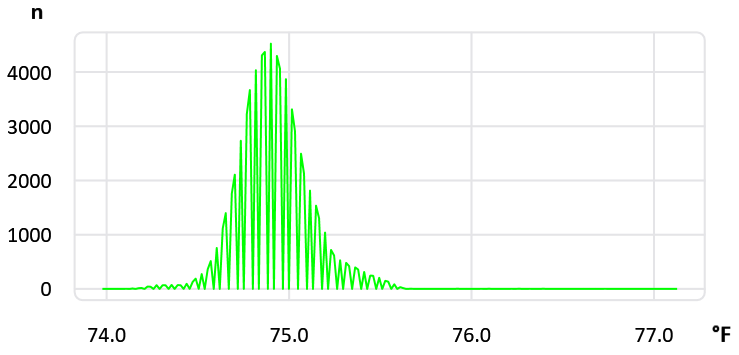
Measurements

Sp1	75.5 °F
Sp2	76.0 °F

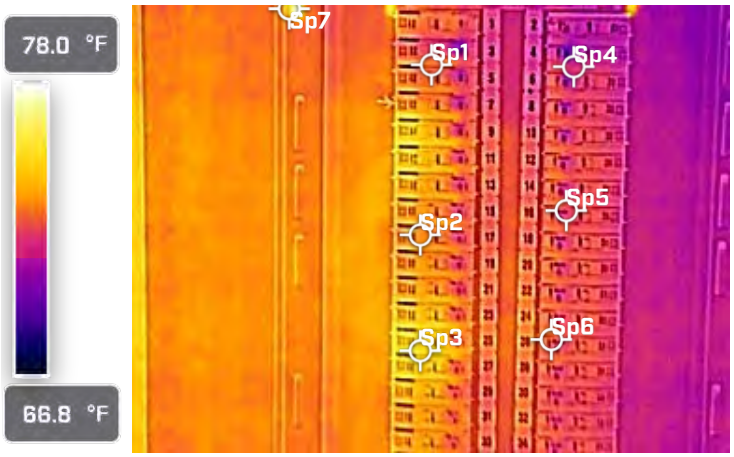
Switch Disconnect L 13

Note

Note	



7/16/2024 1:39:12 PM



FLIR4532.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4532.jpg
File size	403 KB
Width	320
Height	240
Minimum temp.	69.5 °F
Maximum temp.	77.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

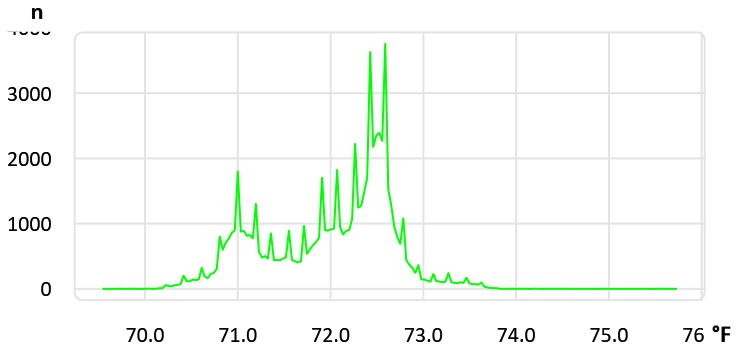
Measurements

Sp1	73.0 °F
Sp2	73.4 °F
Sp3	74.9 °F
Sp4	71.9 °F
Sp5	72.0 °F
Sp6	72.9 °F
Sp7	76.1 °F

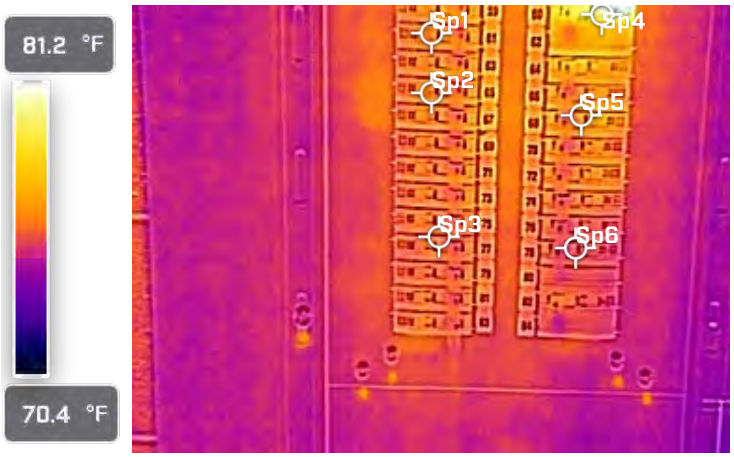
Distribution Panel L 13 Center

Note

Note	



7/16/2024 1:38:34 PM



FLIR4525.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4525.jpg
File size	405 KB
Width	320
Height	240
Minimum temp.	73.5 °F
Maximum temp.	81.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

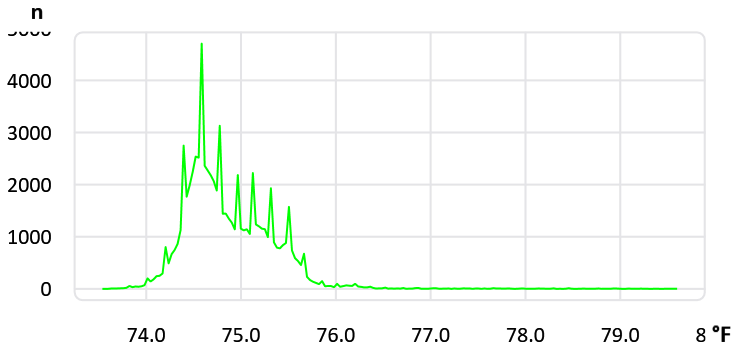
Measurements

Sp1	76.2 °F
Sp2	76.0 °F
Sp3	75.7 °F
Sp4	80.4 °F
Sp5	76.4 °F
Sp6	75.4 °F

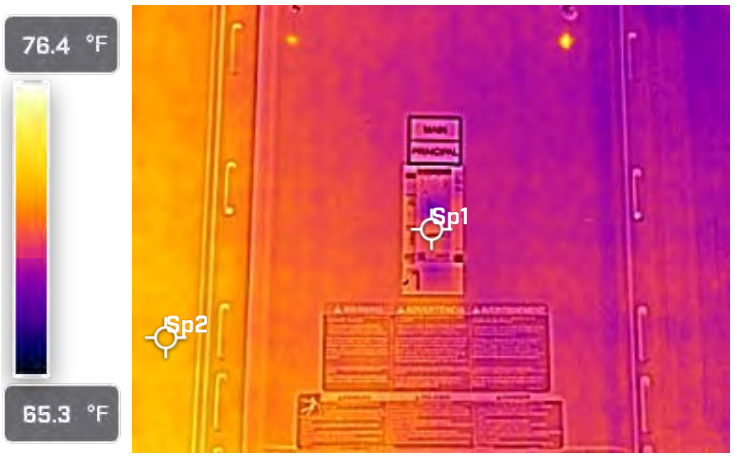
Distribution Panel L 13 Bottom

Note

Note	



7/16/2024 1:39:24 PM



FLIR4536.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4536.jpg
File size	357 KB
Width	320
Height	240
Minimum temp.	68.1 °F
Maximum temp.	75.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

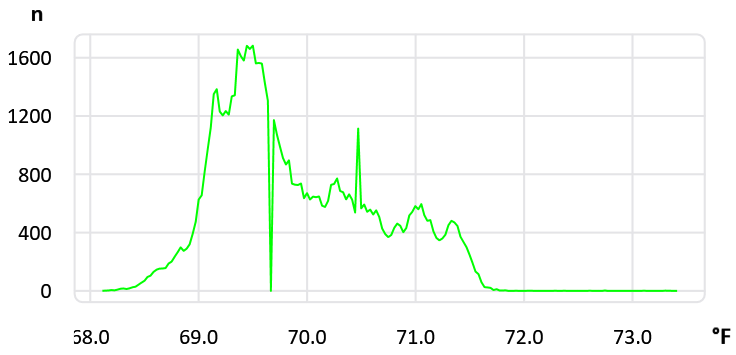
Measurements

Sp1	70.8 °F
Sp2	72.3 °F

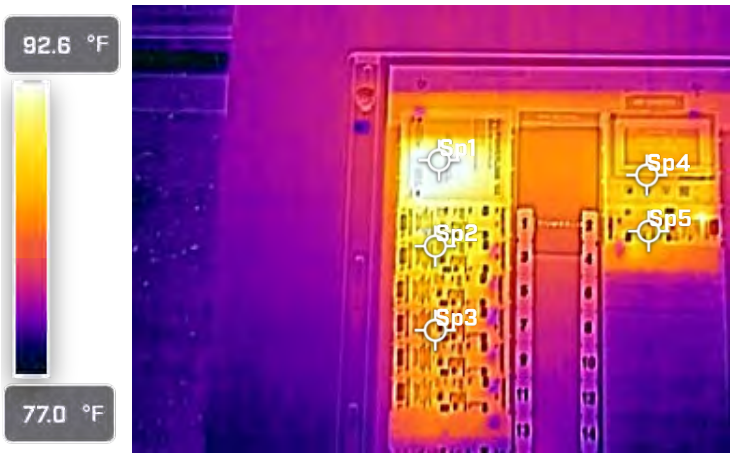
Switch Disconnect L 13

Note

Note	



7/16/2024 1:39:47 PM



FLIR4539.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4539.jpg
File size	379 KB
Width	320
Height	240
Minimum temp.	75.9 °F
Maximum temp.	93.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

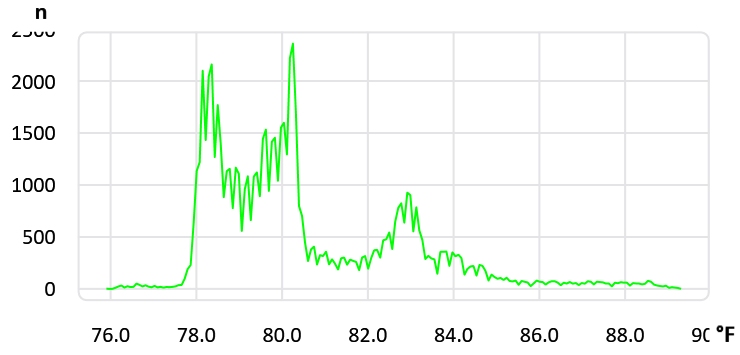
Measurements

Sp1	92.8 °F
Sp2	89.0 °F
Sp3	85.6 °F
Sp4	86.4 °F
Sp5	87.0 °F

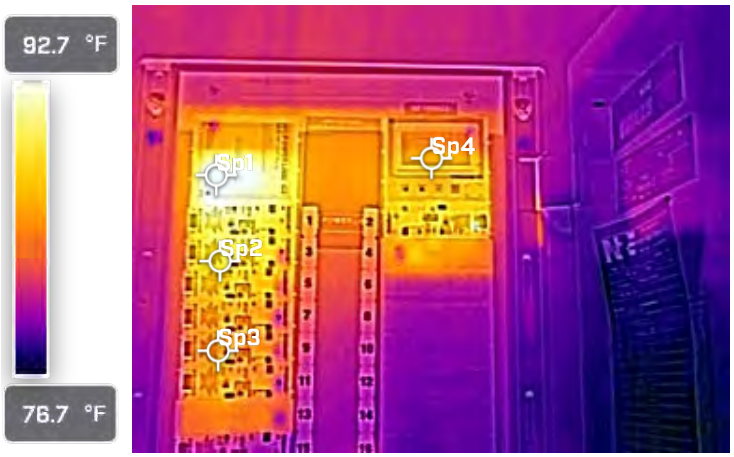
Master Panel Breaker L 13 Left

Note

Note	



7/16/2024 1:39:56 PM



FLIR4541.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4541.jpg
File size	385 KB
Width	320
Height	240
Minimum temp.	76.5 °F
Maximum temp.	93.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

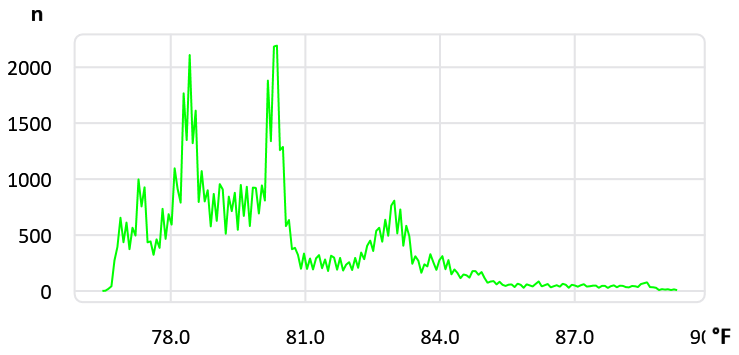
Measurements

Sp1	93.5 °F
Sp2	88.1 °F
Sp3	85.0 °F
Sp4	86.8 °F

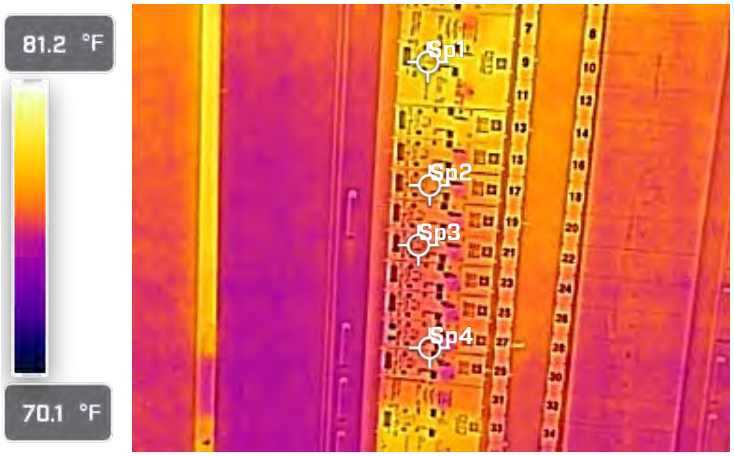
Master Panel Breaker L 13 Right

Note

Note	



7/16/2024 1:40:26 PM



FLIR4545.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4545.jpg
File size	407 KB
Width	320
Height	240
Minimum temp.	74.6 °F
Maximum temp.	79.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

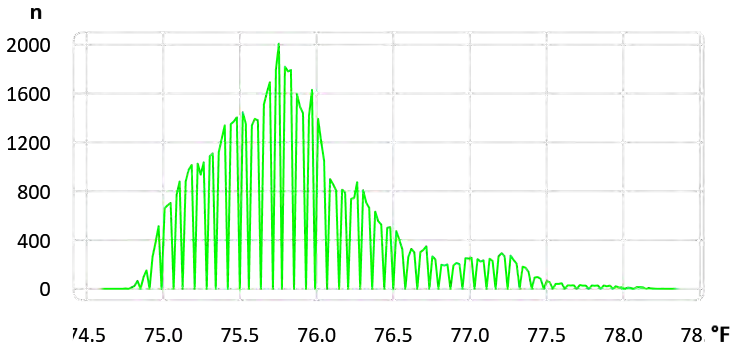
Measurements

Sp1	78.1 °F
Sp2	76.6 °F
Sp3	76.3 °F
Sp4	76.3 °F

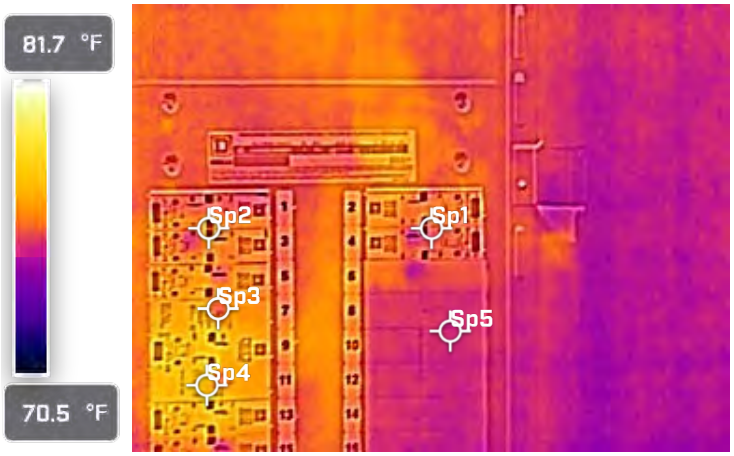
Distribution Panel #2 Left

Note

Note	



7/16/2024 1:40:33 PM



FLIR4547.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	78.0 °F
Atmospheric temp.	85.0 °F
Relative humidity	49.0%

File information

File name	FLIR4547.jpg
File size	375 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	78.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

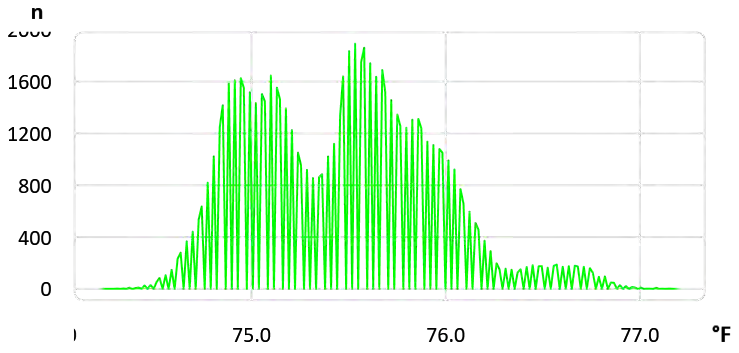
Measurements

Sp1	75.9 °F
Sp2	76.7 °F
Sp3	76.1 °F
Sp4	77.4 °F
Sp5	75.4 °F

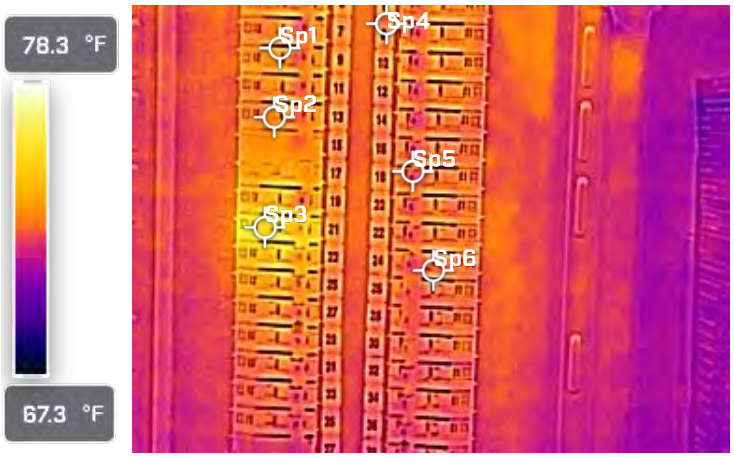
Text annotations

Note

Note	



7/16/2024 1:45:13 PM



FLIR4561.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4561.jpg
File size	430 KB
Width	320
Height	240
Minimum temp.	70.3 °F
Maximum temp.	75.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

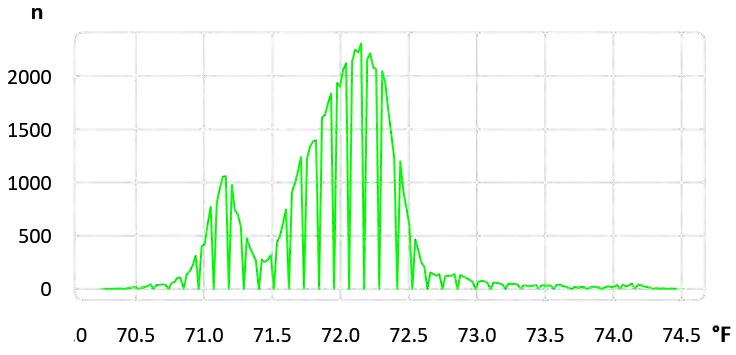
Measurements

Sp1	73.5 °F
Sp2	73.4 °F
Sp3	75.5 °F
Sp4	72.9 °F
Sp5	72.5 °F
Sp6	72.9 °F

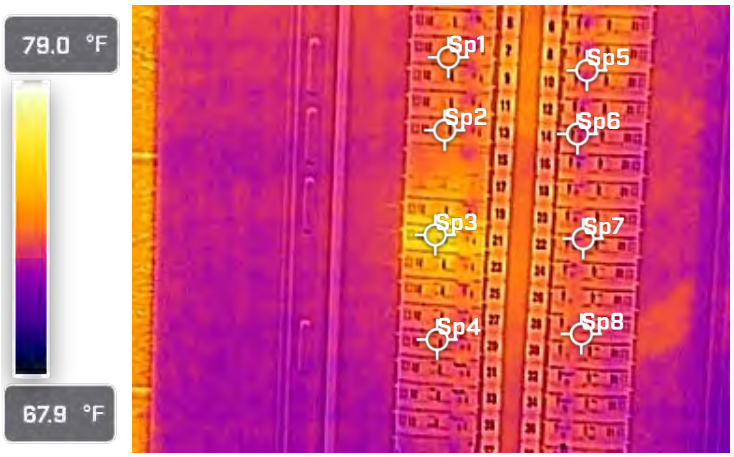
Distribution Panel # 1 Right

Note

Note	



7/16/2024 1:45:08 PM



FLIR4559.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4559.jpg
File size	413 KB
Width	320
Height	240
Minimum temp.	71.1 °F
Maximum temp.	75.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

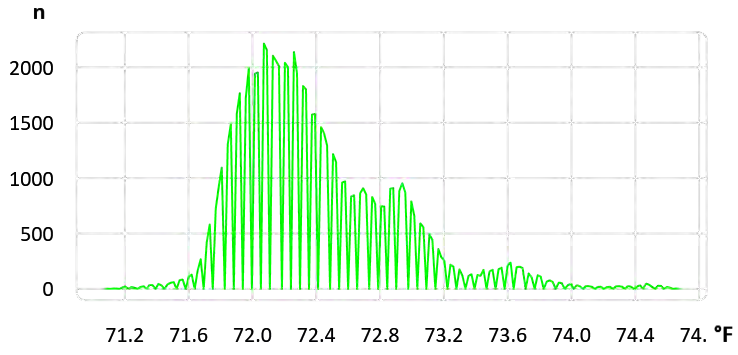
Measurements

Sp1	73.6 °F
Sp2	73.5 °F
Sp3	75.6 °F
Sp4	73.1 °F
Sp5	72.8 °F
Sp6	72.7 °F
Sp7	72.9 °F
Sp8	73.1 °F

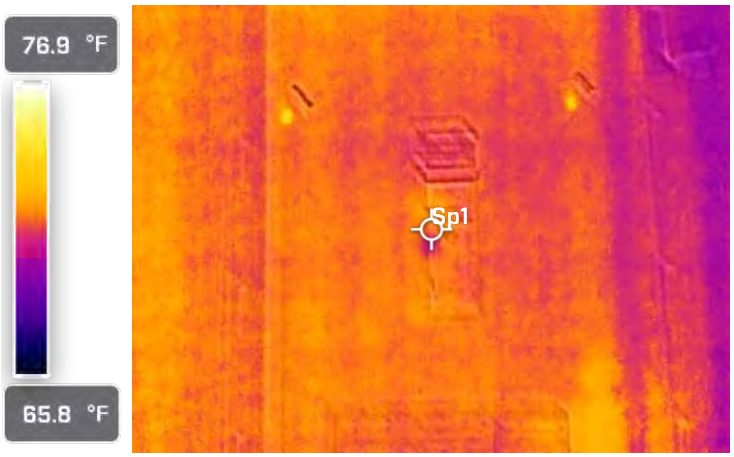
Distribution Panel # 1 Left

Note

Note	



7/16/2024 1:45:19 PM



FLIR4563.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4563.jpg
File size	346 KB
Width	320
Height	240
Minimum temp.	69.7 °F
Maximum temp.	74.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

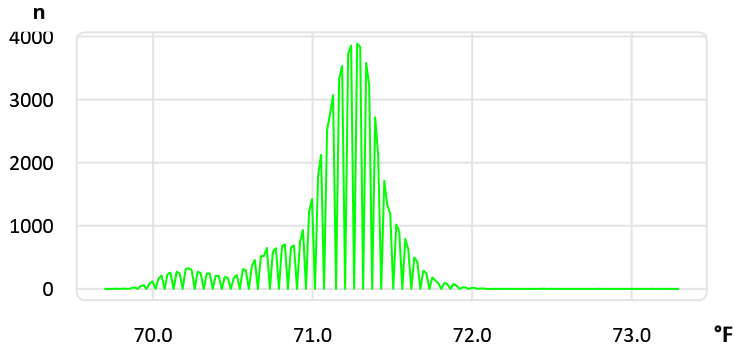
Measurements

Sp1	71.4 °F

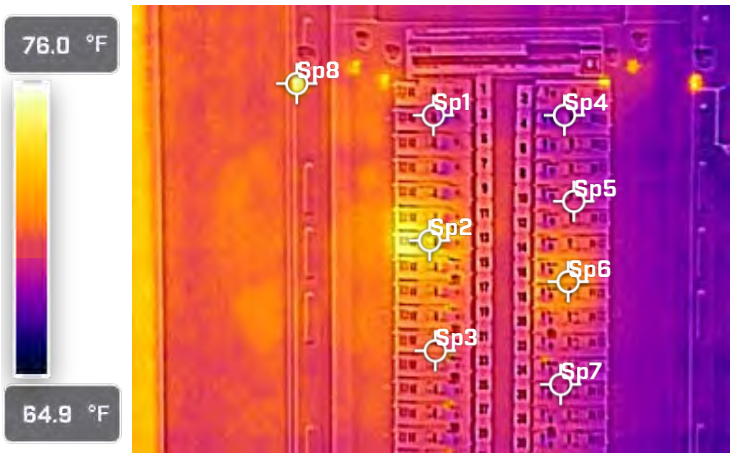
Main Disconnect Panel #1

Note

Note	



7/16/2024 1:45:45 PM



FLIR4567.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4567.jpg
File size	391 KB
Width	320
Height	240
Minimum temp.	66.8 °F
Maximum temp.	76.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

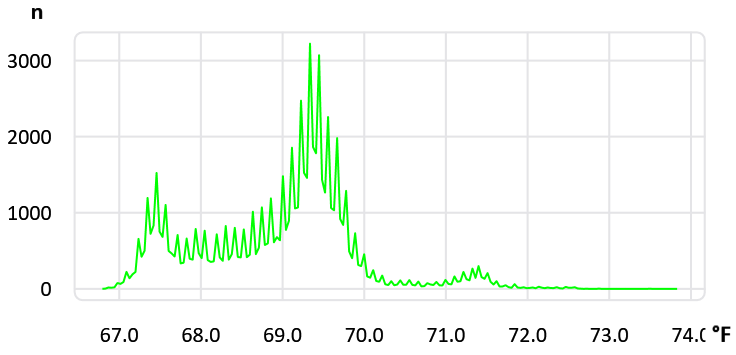
Measurements

Sp1	69.1 °F
Sp2	73.5 °F
Sp3	70.4 °F
Sp4	68.3 °F
Sp5	69.1 °F
Sp6	71.2 °F
Sp7	69.1 °F
Sp8	75.2 °F

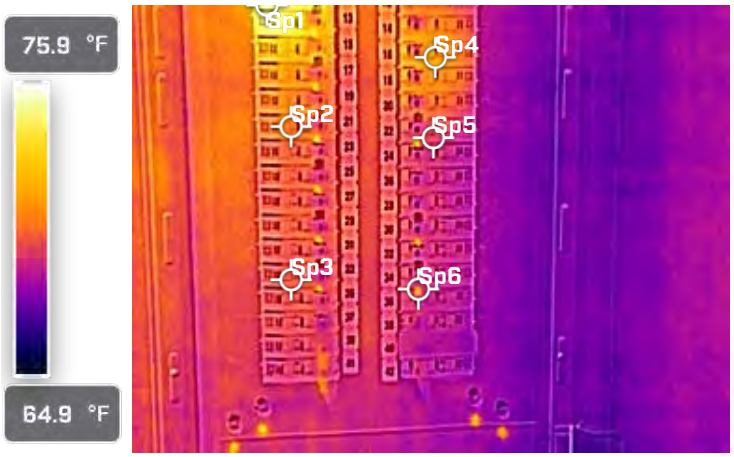
Distribution Panel # 2 Top

Note

Note	



7/16/2024 1:45:49 PM



FLIR4569.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4569.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	66.8 °F
Maximum temp.	75.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

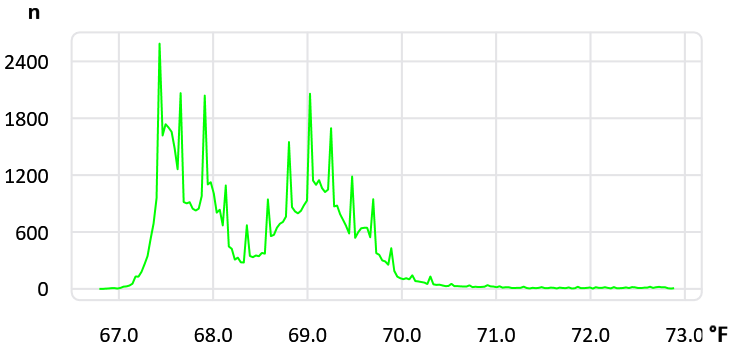
Measurements

Sp1	75.0 °F
Sp2	70.5 °F
Sp3	70.1 °F
Sp4	71.5 °F
Sp5	69.6 °F
Sp6	72.3 °F

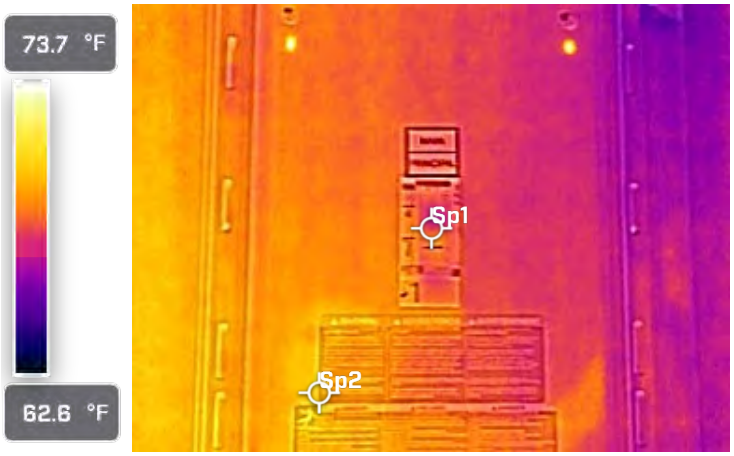
Distribution Panel # 2 Bottom

Note

Note	



7/16/2024 1:45:55 PM



FLIR4571.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4571.jpg
File size	355 KB
Width	320
Height	240
Minimum temp.	65.1 °F
Maximum temp.	74.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

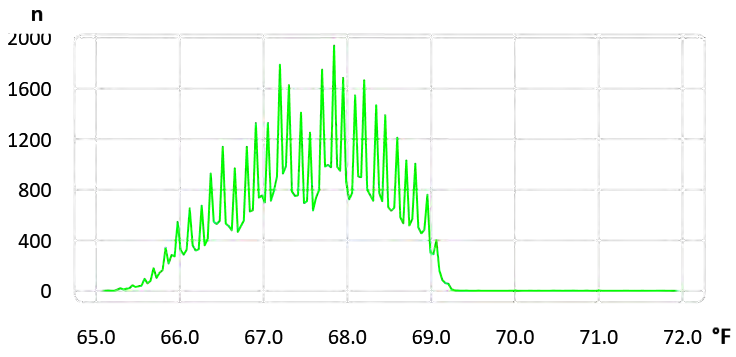
Measurements

Sp1	67.6 °F
Sp2	70.0 °F

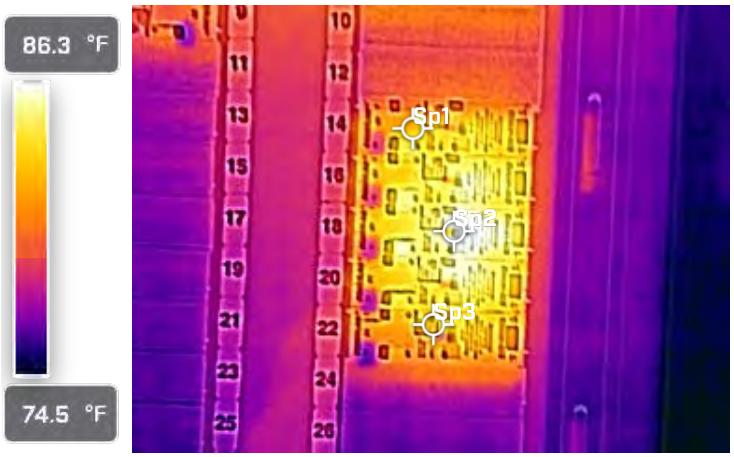
Main Disconnect Panel #2

Note

Note	



7/16/2024 1:46:22 PM



FLIR4574.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4574.jpg
File size	406 KB
Width	320
Height	240
Minimum temp.	74.1 °F
Maximum temp.	86.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

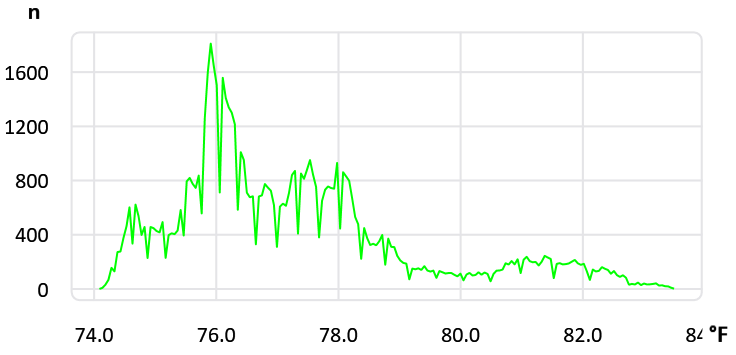
Measurements

Sp1	82.8 °F
Sp2	85.8 °F
Sp3	83.0 °F

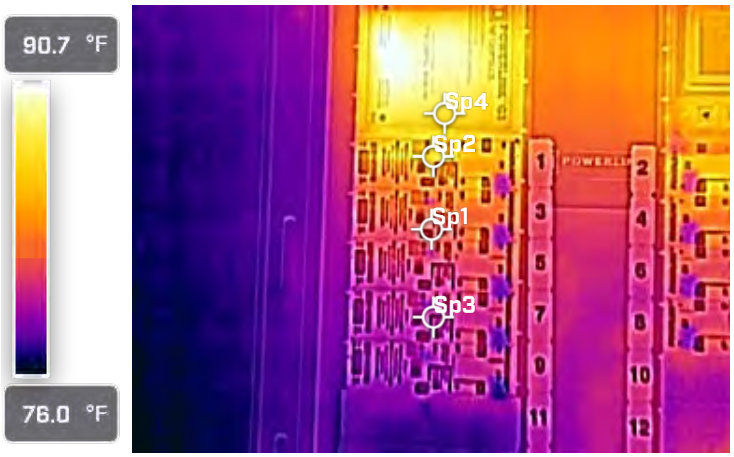
Distribution Panel # 3 Right

Note

Note	



7/16/2024 1:46:28 PM



FLIR4576.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4576.jpg
File size	399 KB
Width	320
Height	240
Minimum temp.	75.6 °F
Maximum temp.	91.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

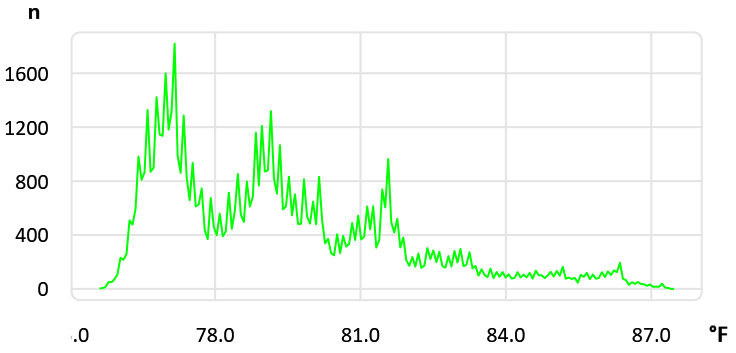
Measurements

Sp1	81.6 °F
Sp2	87.2 °F
Sp3	79.8 °F
Sp4	87.7 °F

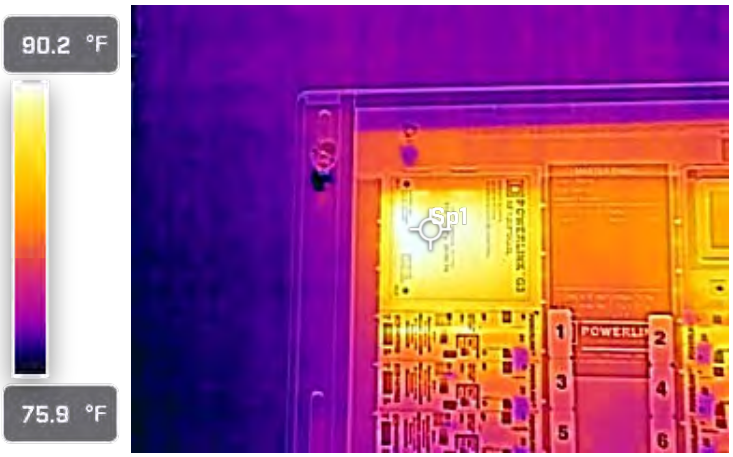
Distribution Panel # 3 Left

Note

Note	



7/16/2024 1:46:32 PM



FLIR4578.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4578.jpg
File size	387 KB
Width	320
Height	240
Minimum temp.	74.1 °F
Maximum temp.	90.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

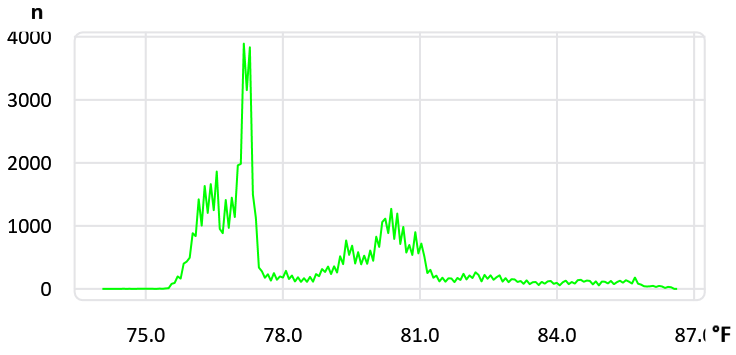
Measurements

Sp1	89.8 °F

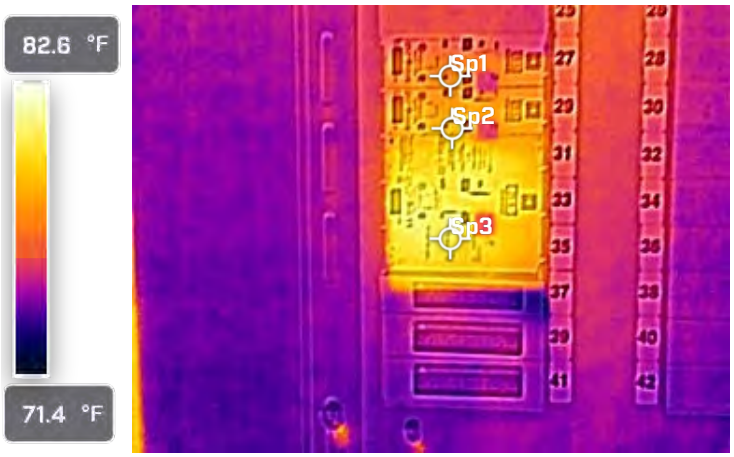
Distribution Panel # 3 Left Top

Note

Note	



7/16/2024 1:47:04 PM



FLIR4582.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4582.jpg
File size	384 KB
Width	320
Height	240
Minimum temp.	72.8 °F
Maximum temp.	81.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

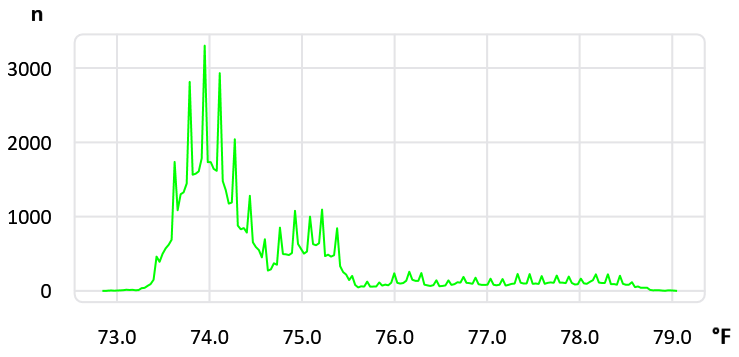
Measurements

Sp1	77.2 °F
Sp2	78.7 °F
Sp3	80.3 °F

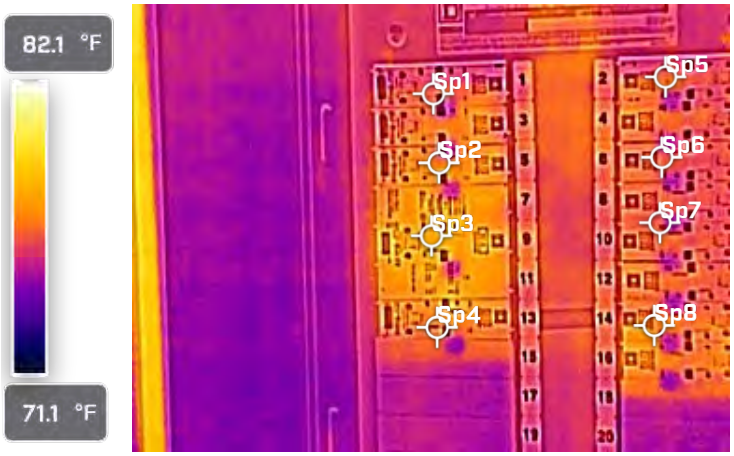
Distribution Panel # 3 Left Bottom

Note

Note	



7/16/2024 1:47:09 PM



FLIR4584.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4584.jpg
File size	407 KB
Width	320
Height	240
Minimum temp.	73.9 °F
Maximum temp.	80.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

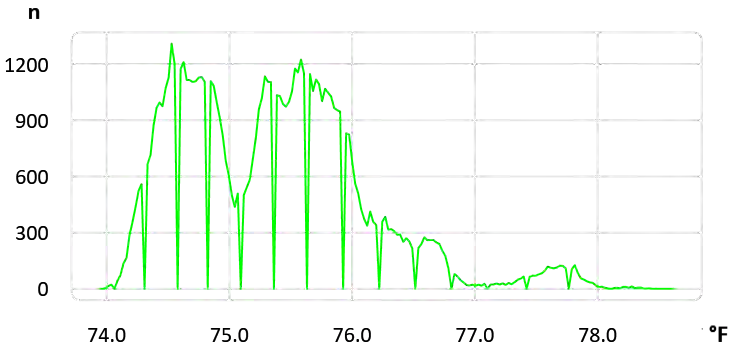
Measurements

Sp1	76.2 °F
Sp2	76.8 °F
Sp3	77.6 °F
Sp4	76.6 °F
Sp5	76.7 °F
Sp6	76.2 °F
Sp7	76.3 °F
Sp8	77.0 °F

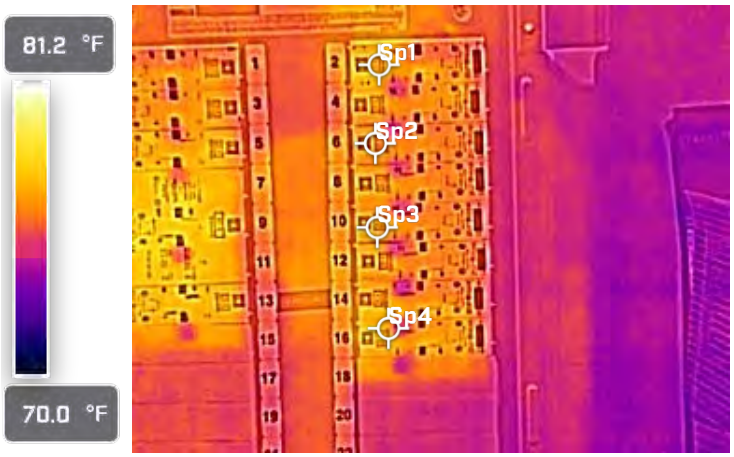
Distribution Panel # 4 Left

Note

Note	



7/16/2024 1:47:13 PM



FLIR4586.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4586.jpg
File size	408 KB
Width	320
Height	240
Minimum temp.	73.1 °F
Maximum temp.	78.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

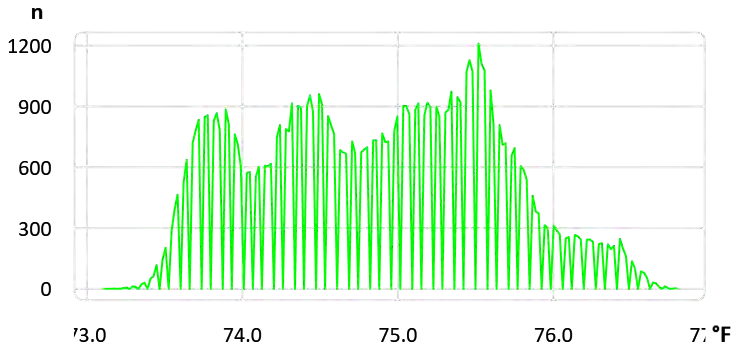
Measurements

Sp1	76.7 °F
Sp2	76.4 °F
Sp3	76.7 °F
Sp4	76.7 °F

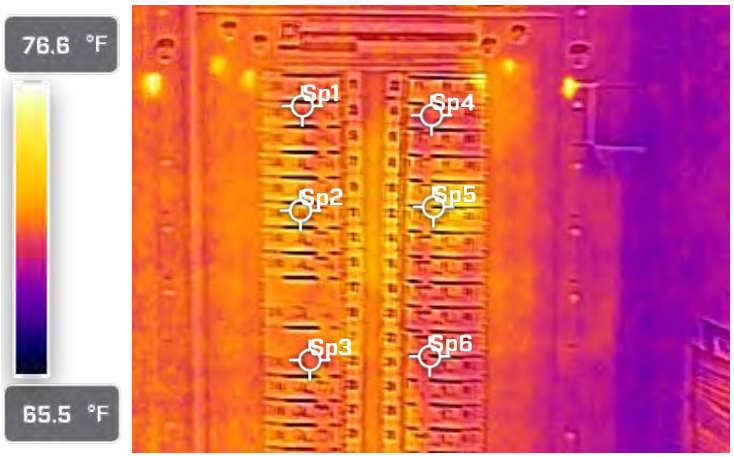
Distribution Panel # 4 Right

Note

Note	



7/16/2024 1:51:41 PM



FLIR4596.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4596.jpg
File size	392 KB
Width	320
Height	240
Minimum temp.	68.3 °F
Maximum temp.	77.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

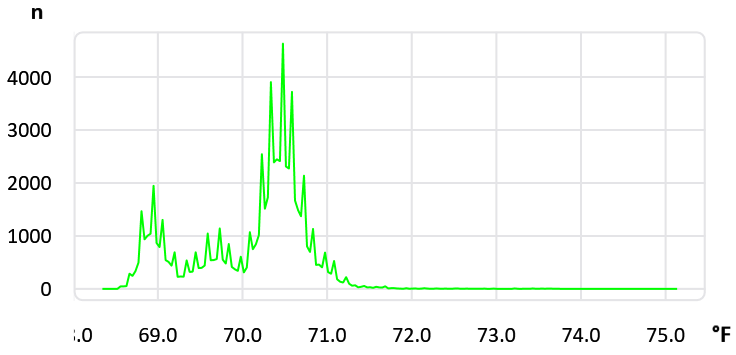
Measurements

Sp1	70.9 °F
Sp2	71.6 °F
Sp3	71.0 °F
Sp4	70.8 °F
Sp5	72.1 °F
Sp6	70.9 °F

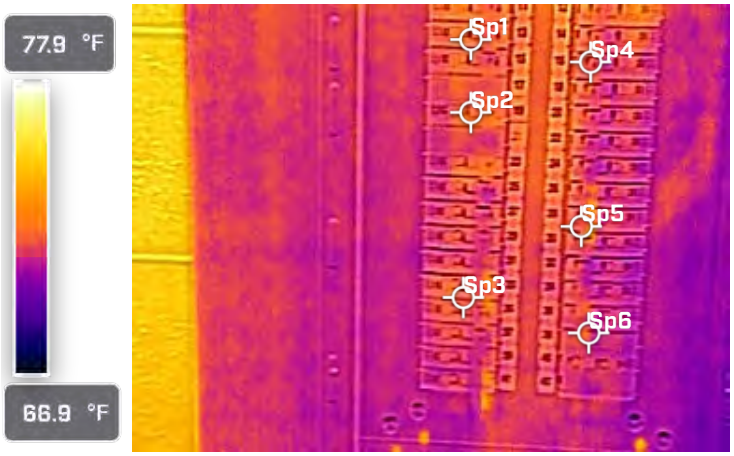
Distribution Panel # 5 Top

Note

Note	



7/16/2024 1:51:45 PM



FLIR4598.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4598.jpg
File size	391 KB
Width	320
Height	240
Minimum temp.	69.6 °F
Maximum temp.	76.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

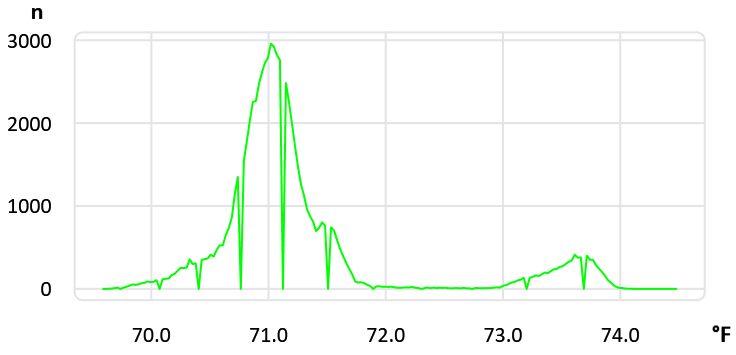
Measurements

Sp1	72.3 °F
Sp2	72.1 °F
Sp3	71.8 °F
Sp4	71.9 °F
Sp5	71.9 °F
Sp6	72.2 °F

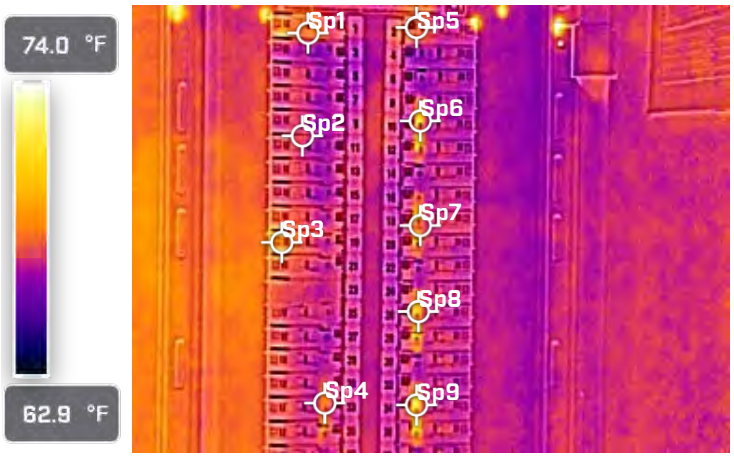
Distribution Panel # 5 Bottom

Note

Note	



7/16/2024 1:52:14 PM



FLIR4604.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4604.jpg
File size	415 KB
Width	320
Height	240
Minimum temp.	66.1 °F
Maximum temp.	75.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

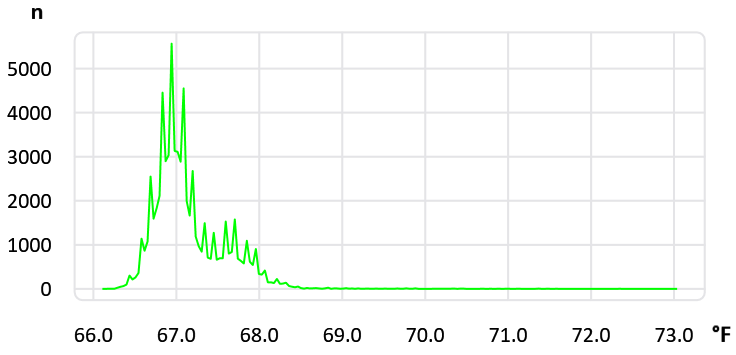
Measurements

Sp1	68.3 °F
Sp2	67.6 °F
Sp3	68.5 °F
Sp4	68.4 °F
Sp5	67.9 °F
Sp6	70.6 °F
Sp7	67.9 °F
Sp8	70.2 °F
Sp9	72.0 °F

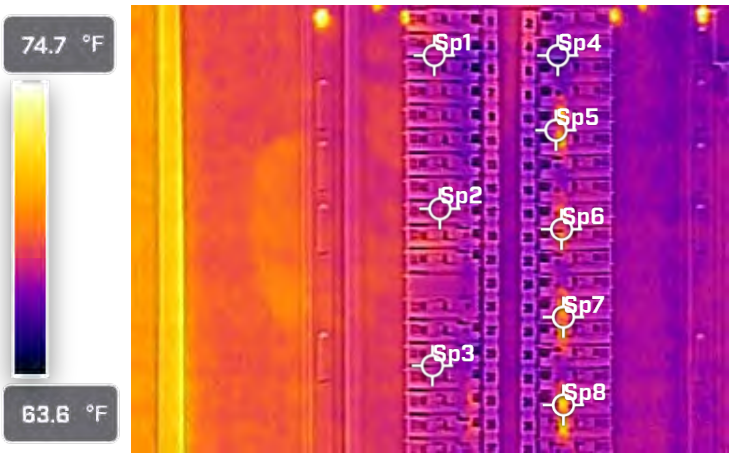
Distribution Panel # L11 Right

Note

Note	



7/16/2024 1:52:10 PM



FLIR4602.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4602.jpg
File size	389 KB
Width	320
Height	240
Minimum temp.	66.1 °F
Maximum temp.	76.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

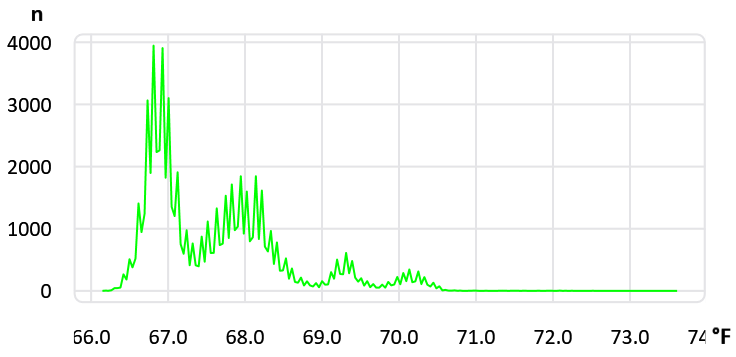
Measurements

Sp1	67.5 °F
Sp2	67.6 °F
Sp3	67.4 °F
Sp4	66.3 °F
Sp5	67.6 °F
Sp6	68.2 °F
Sp7	69.4 °F
Sp8	71.6 °F

Distribution Panel # L11 Left

Note

Note	



7/16/2024 1:52:43 PM

FLIR4608.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4608.jpg
File size	385 KB
Width	320
Height	240
Minimum temp.	70.3 °F
Maximum temp.	88.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

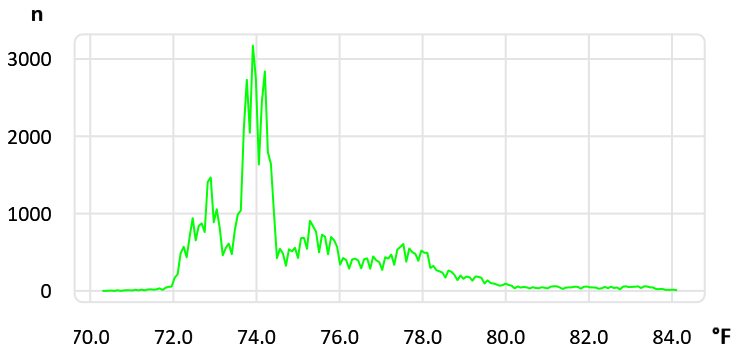
Measurements

Sp1	87.6 °F
Sp2	78.8 °F
Sp3	80.8 °F
Sp4	77.8 °F

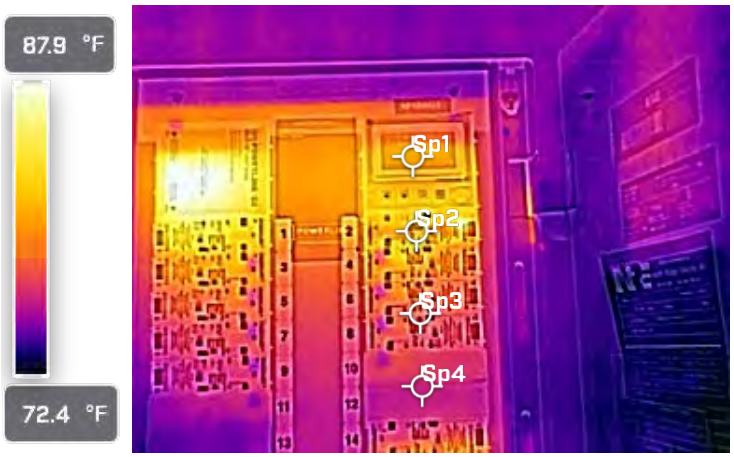
Distribution Panel LT11 Left Top

Note

Note	



7/16/2024 1:52:48 PM



FLIR4610.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4610.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	71.8 °F
Maximum temp.	88.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

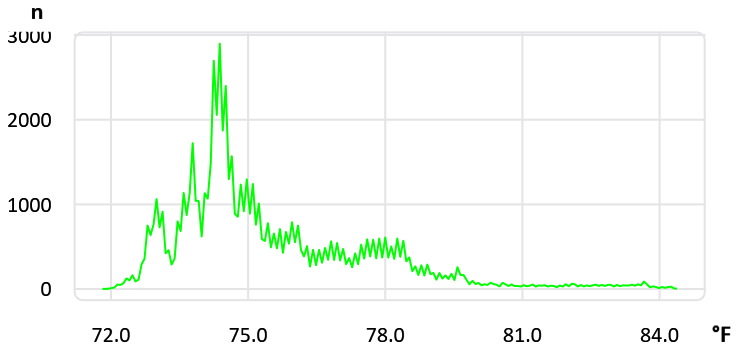
Measurements

Sp1	81.1 °F
Sp2	80.3 °F
Sp3	77.9 °F
Sp4	76.5 °F

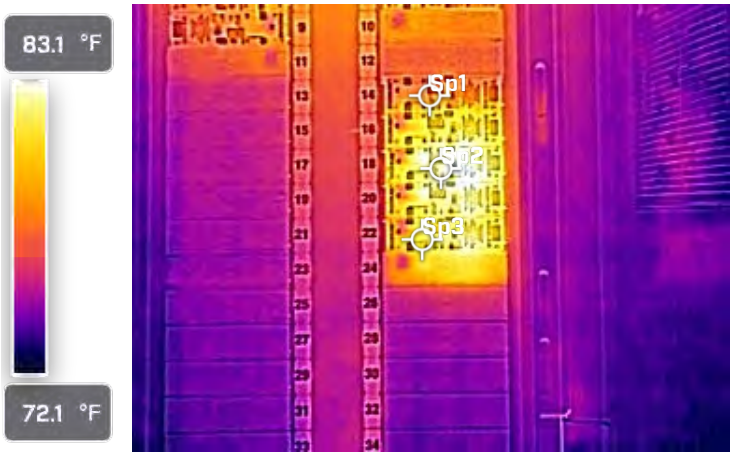
Distribution Panel LT11 Right Top

Note

Note	



7/16/2024 1:52:52 PM



FLIR4612.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4612.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	72.4 °F
Maximum temp.	83.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

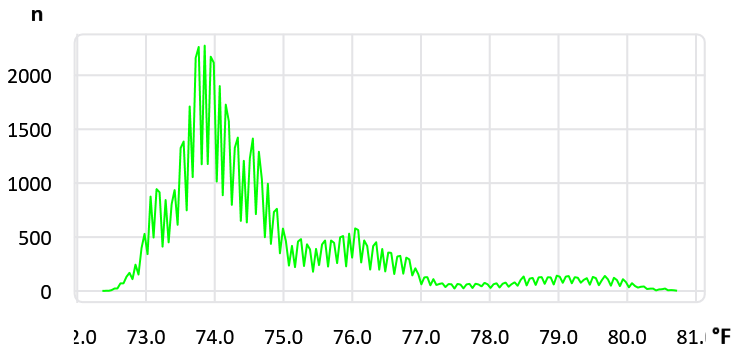
Measurements

Sp1	78.1 °F
Sp2	82.4 °F
Sp3	80.9 °F

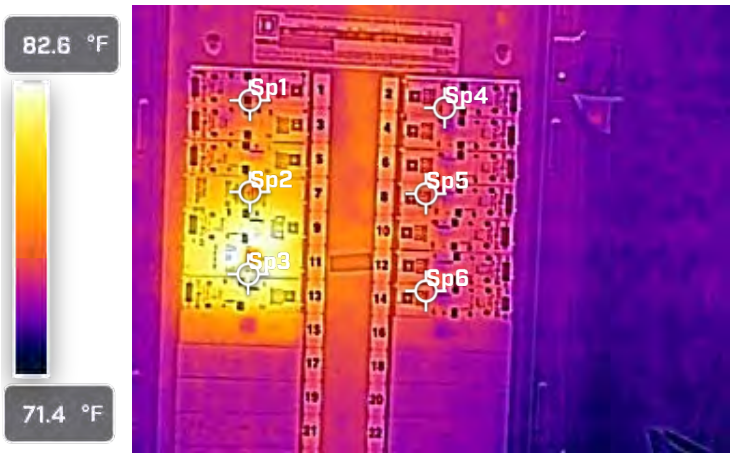
Distribution Panel LT11 Bottom Right

Note

Note	



7/16/2024 1:53:22 PM



FLIR4618.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4618.jpg
File size	398 KB
Width	320
Height	240
Minimum temp.	71.9 °F
Maximum temp.	83.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

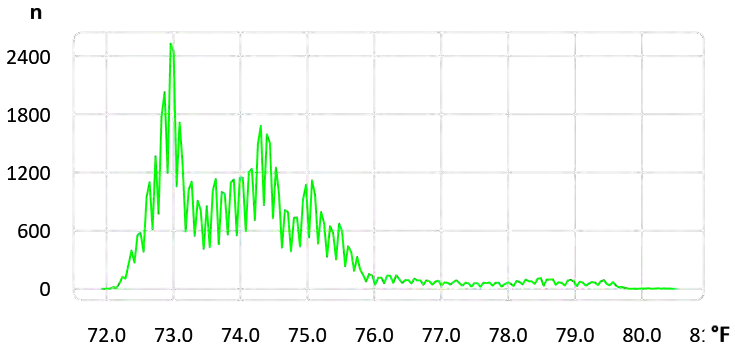
Measurements

Sp1	76.2 °F
Sp2	76.8 °F
Sp3	82.1 °F
Sp4	75.5 °F
Sp5	75.9 °F
Sp6	76.0 °F

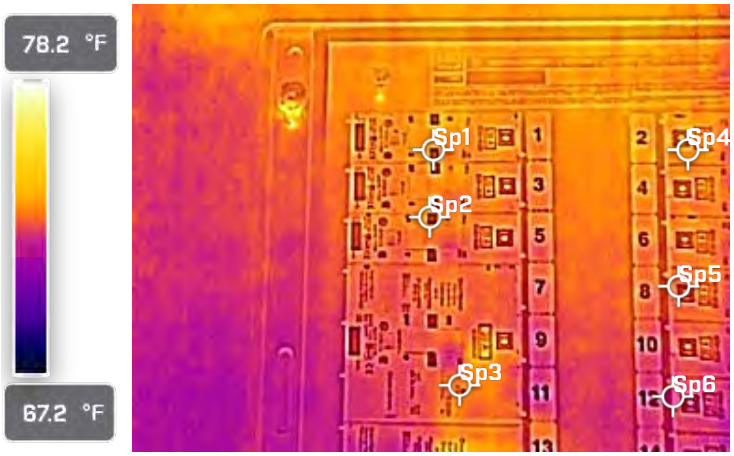
Distribution Panel # 6

Note

Note	



7/16/2024 1:53:57 PM



FLIR4622.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4622.jpg
File size	414 KB
Width	320
Height	240
Minimum temp.	71.1 °F
Maximum temp.	78.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

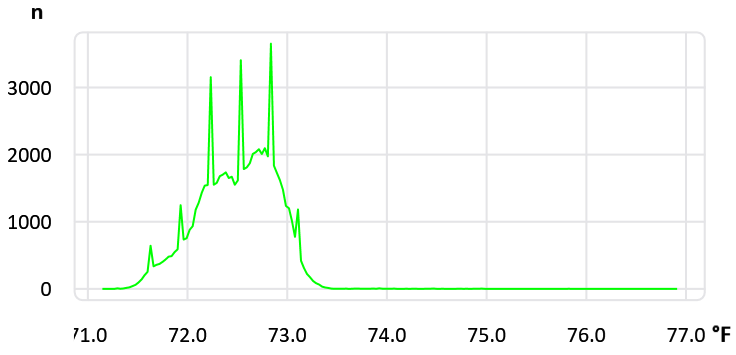
Measurements

Sp1	73.4 °F
Sp2	73.2 °F
Sp3	73.2 °F
Sp4	73.5 °F
Sp5	73.0 °F
Sp6	72.4 °F

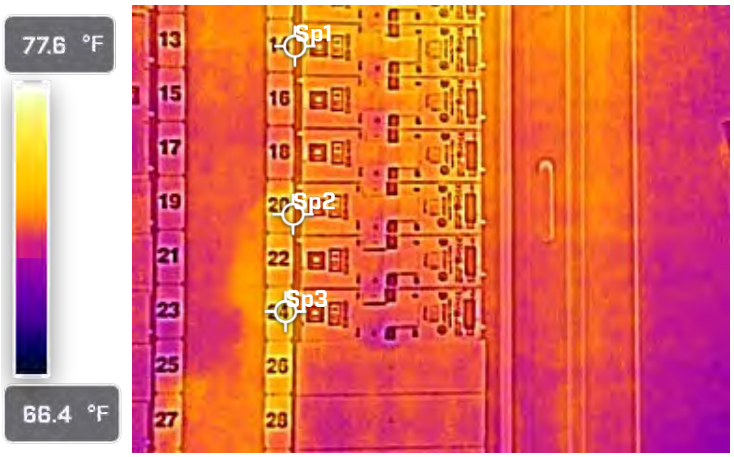
Distribution Panel # 7 Top

Note

Note	



7/16/2024 1:54:01 PM



FLIR4624.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4624.jpg
File size	428 KB
Width	320
Height	240
Minimum temp.	70.1 °F
Maximum temp.	73.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

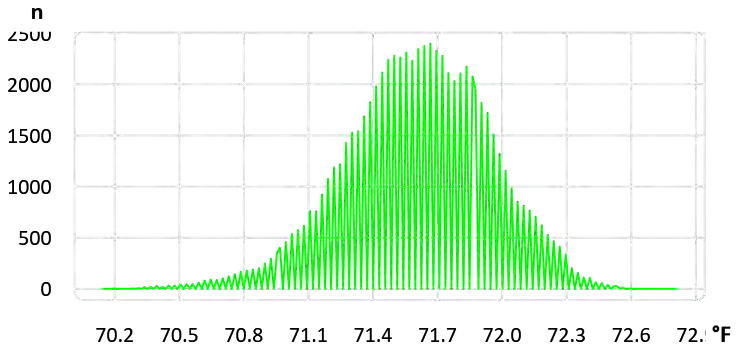
Measurements

Sp1	72.7 °F
Sp2	72.7 °F
Sp3	73.3 °F

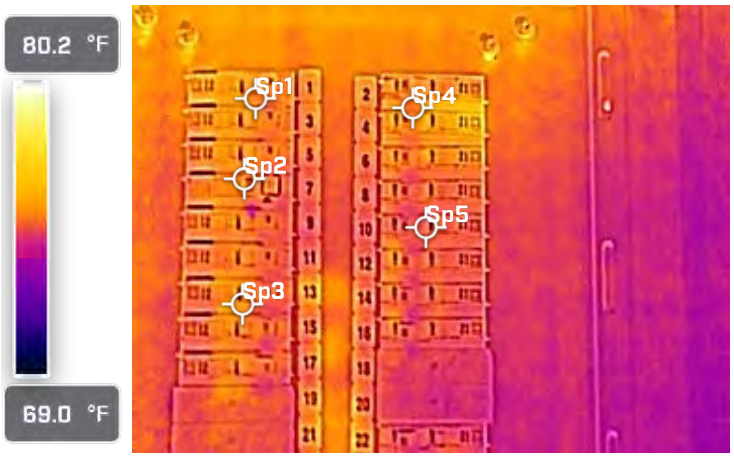
Distribution Panel # 7 Bottom

Note

Note	



7/16/2024 1:54:27 PM



FLIR4629.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4629.jpg
File size	388 KB
Width	320
Height	240
Minimum temp.	72.8 °F
Maximum temp.	79.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

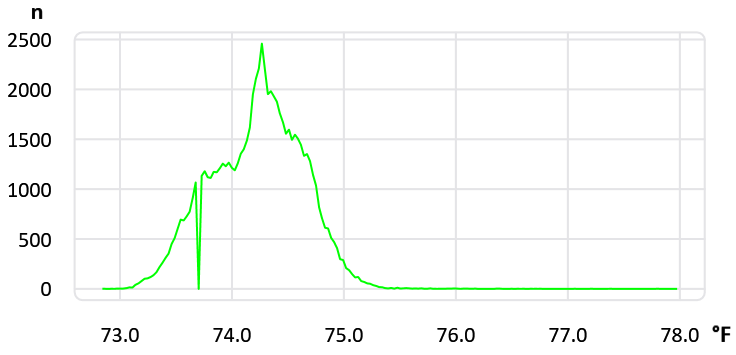
Measurements

Sp1	75.1 °F
Sp2	75.1 °F
Sp3	75.2 °F
Sp4	74.9 °F
Sp5	74.7 °F

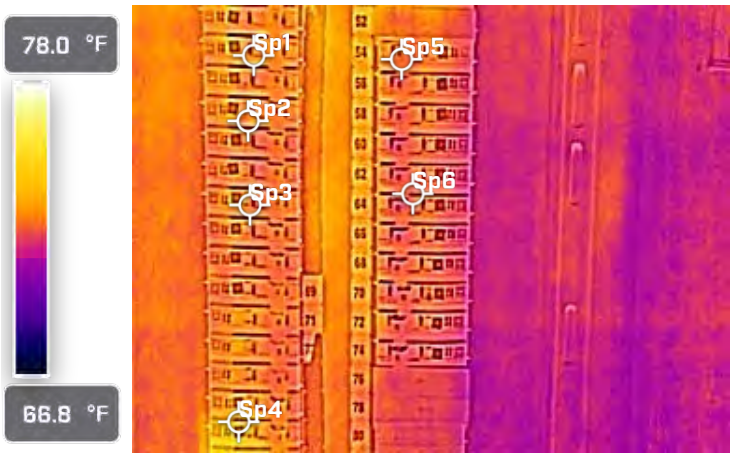
Distribution Panel # LE11

Note

Note	



7/16/2024 1:57:43 PM



FLIR4641.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4641.jpg
File size	424 KB
Width	320
Height	240
Minimum temp.	70.8 °F
Maximum temp.	74.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

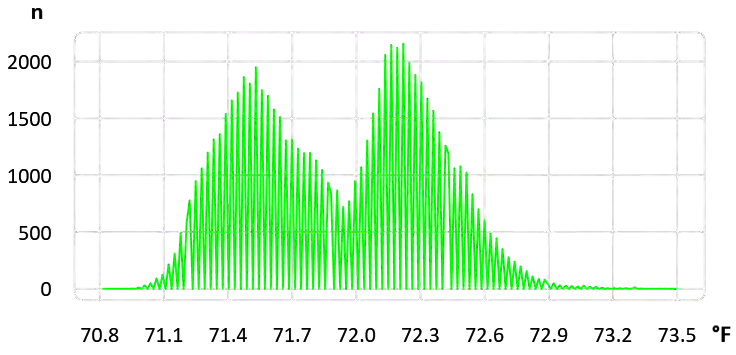
Measurements

Sp1	73.0 °F
Sp2	72.8 °F
Sp3	72.6 °F
Sp4	73.4 °F
Sp5	72.6 °F
Sp6	72.4 °F

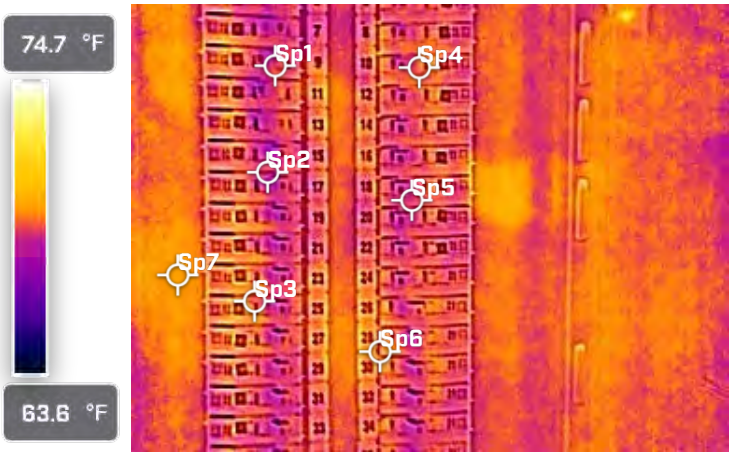
Distribution Panel # 8

Note

Note	



7/16/2024 1:58:11 PM



FLIR4647.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4647.jpg
File size	434 KB
Width	320
Height	240
Minimum temp.	67.9 °F
Maximum temp.	72.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

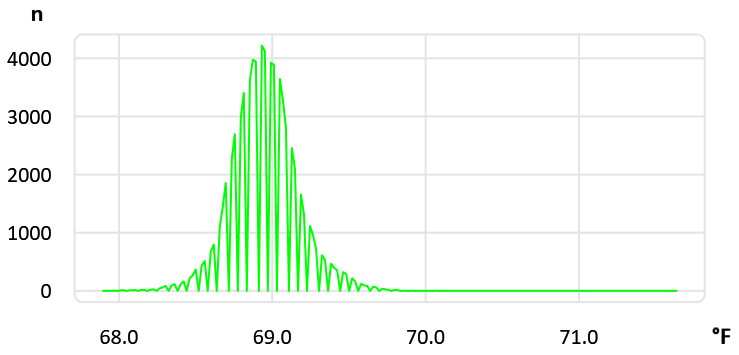
Measurements

Sp1	69.1 °F
Sp2	68.7 °F
Sp3	69.2 °F
Sp4	69.4 °F
Sp5	69.0 °F
Sp6	69.5 °F
Sp7	70.0 °F

Distribution Panel # 9

Note

Note	



7/16/2024 1:58:37 PM

FLIR4651.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4651.jpg
File size	381 KB
Width	320
Height	240
Minimum temp.	73.2 °F
Maximum temp.	91.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

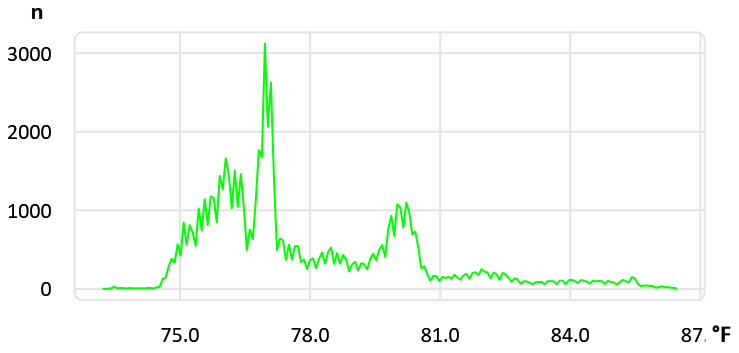
Measurements

Sp1	90.5 °F
Sp2	81.3 °F

Distribution Panel # 10 Left Top

Note

Note	



7/16/2024 1:58:41 PM

FLIR4653.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4653.jpg
File size	400 KB
Width	320
Height	240
Minimum temp.	74.3 °F
Maximum temp.	90.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

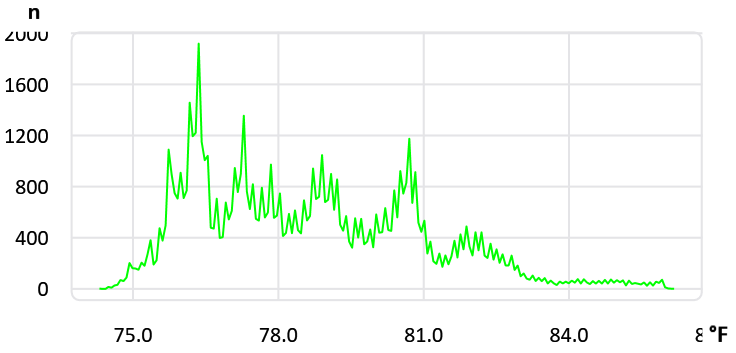
Measurements

Sp1	88.3 °F
Sp2	84.8 °F
Sp3	80.1 °F
Sp4	81.6 °F
Sp5	85.1 °F

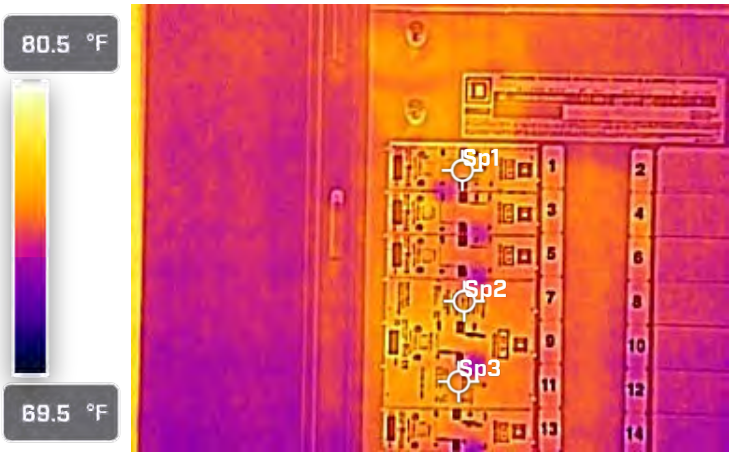
Distribution Panel # 10 Right Top

Note

Note	



7/16/2024 1:59:05 PM



FLIR4657.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4657.jpg
File size	396 KB
Width	320
Height	240
Minimum temp.	73.0 °F
Maximum temp.	79.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

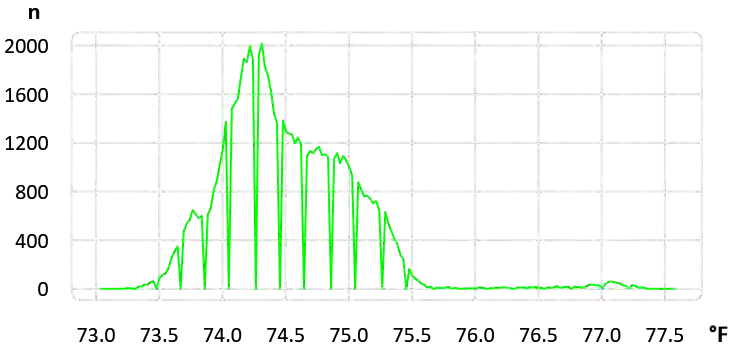
Measurements

Sp1	75.5 °F
Sp2	75.5 °F
Sp3	75.5 °F

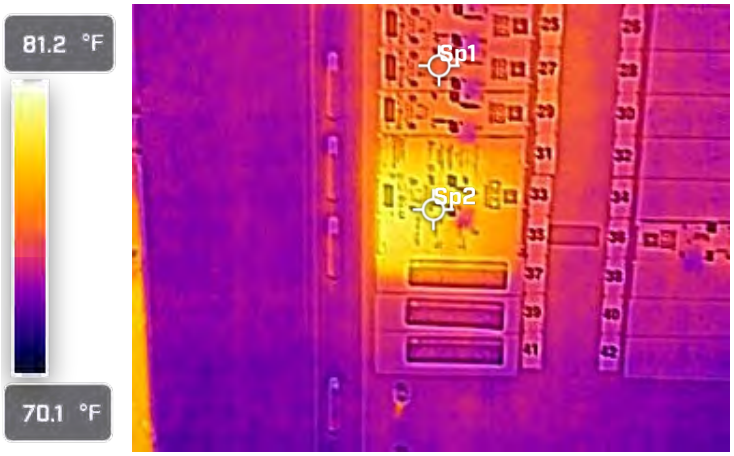
Distribution Panel # 11 Top

Note

Note	



7/16/2024 1:59:09 PM



FLIR4659.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	78.0 °F
Relative humidity	45.0%

File information

File name	FLIR4659.jpg
File size	389 KB
Width	320
Height	240
Minimum temp.	72.0 °F
Maximum temp.	79.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

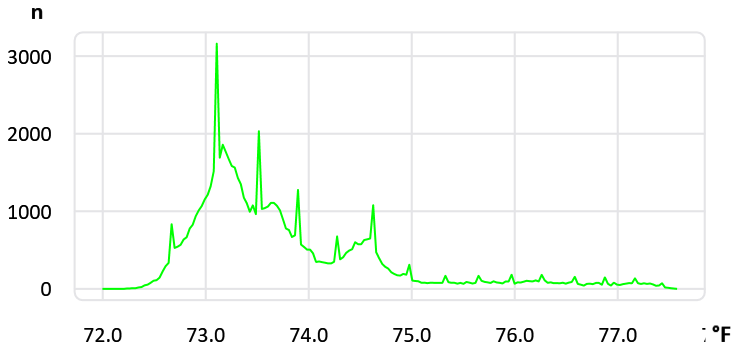
Measurements

Sp1	75.5 °F
Sp2	78.9 °F

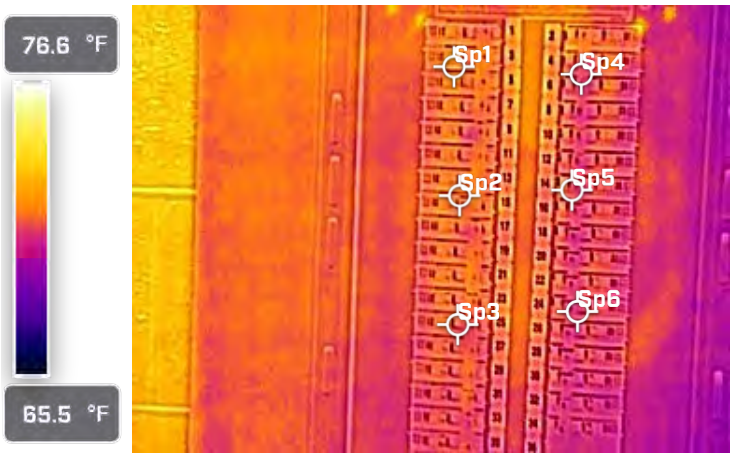
Distribution Panel # 11 Bottom

Note

Note	



7/16/2024 2:02:36 PM



FLIR4673.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4673.jpg
File size	411 KB
Width	320
Height	240
Minimum temp.	69.4 °F
Maximum temp.	74.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

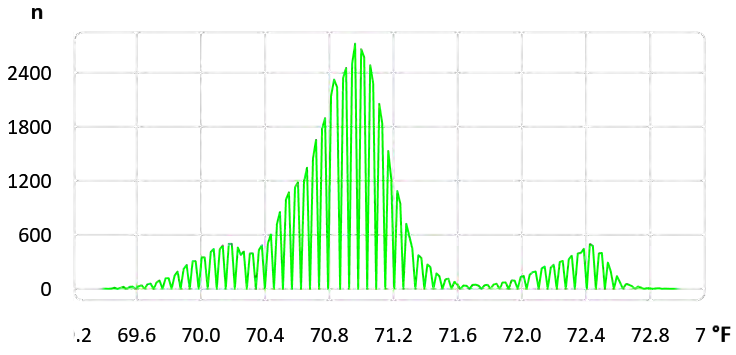
Measurements

Sp1	71.8 °F
Sp2	71.5 °F
Sp3	71.2 °F
Sp4	71.4 °F
Sp5	71.0 °F
Sp6	70.8 °F

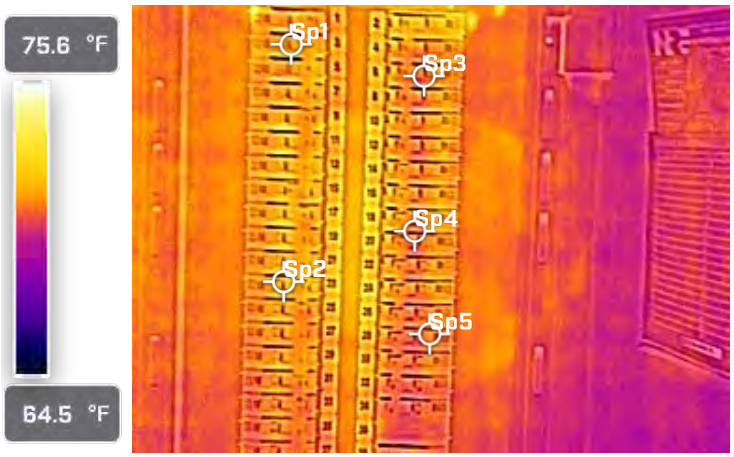
Distribution Panel # 1 Left

Note

Note	



7/16/2024 2:02:40 PM



FLIR4675.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4675.jpg
File size	419 KB
Width	320
Height	240
Minimum temp.	69.0 °F
Maximum temp.	74.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

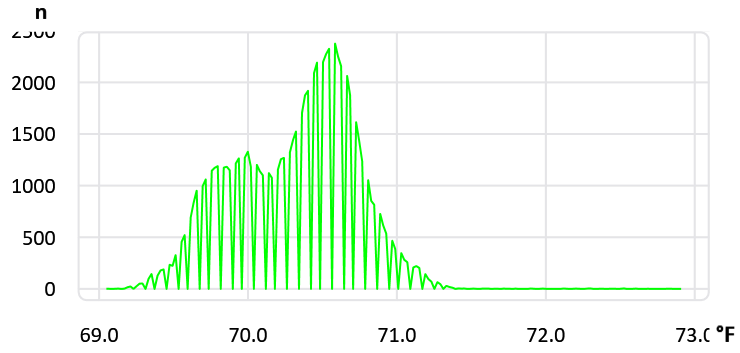
Measurements

Sp1	71.2 °F
Sp2	71.4 °F
Sp3	70.9 °F
Sp4	70.7 °F
Sp5	71.1 °F

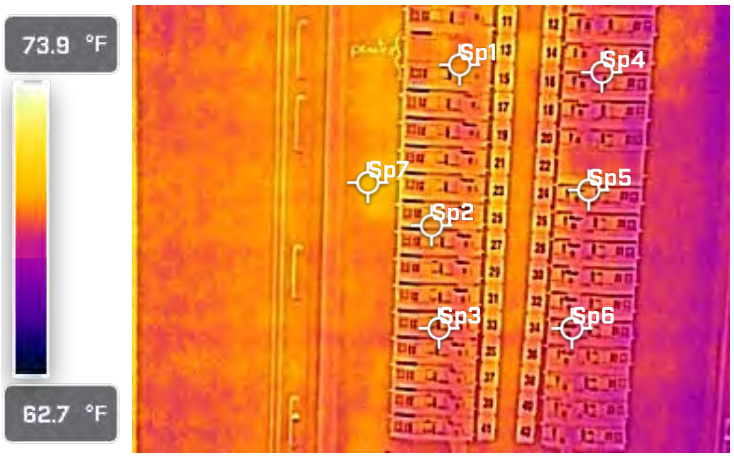
Distribution Panel # 1 Right

Note

Note	



7/16/2024 2:03:04 PM



FLIR4679.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4679.jpg
File size	422 KB
Width	320
Height	240
Minimum temp.	66.7 °F
Maximum temp.	70.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

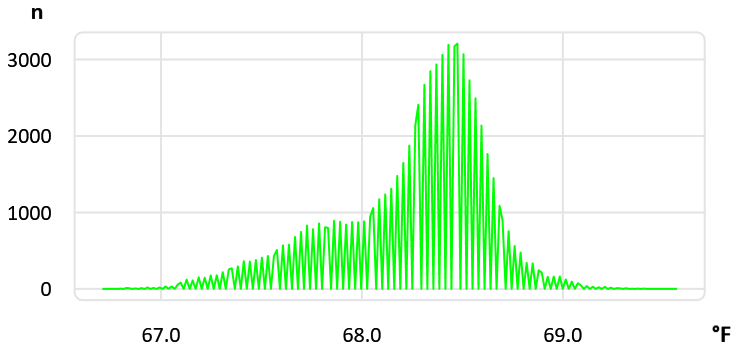
Measurements

Sp1	69.2 °F
Sp2	69.0 °F
Sp3	68.8 °F
Sp4	68.4 °F
Sp5	69.0 °F
Sp6	68.4 °F
Sp7	70.0 °F

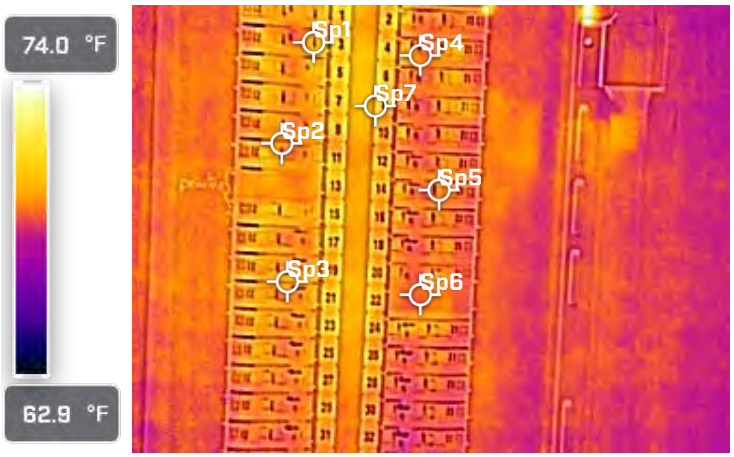
Distribution Panel # L9 Left

Note

Note	



7/16/2024 2:03:07 PM



FLIR4681.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4681.jpg
File size	418 KB
Width	320
Height	240
Minimum temp.	67.4 °F
Maximum temp.	75.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

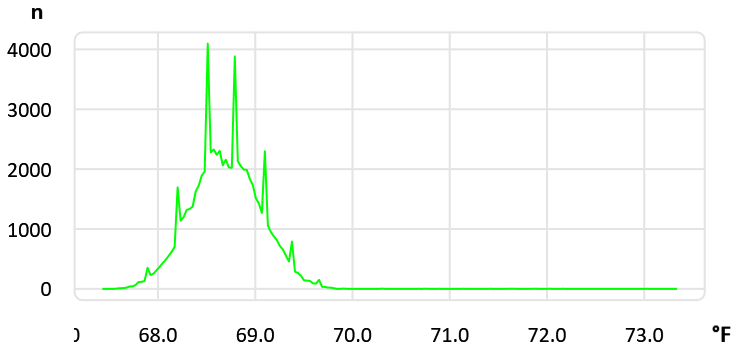
Measurements

Sp1	70.2 °F
Sp2	69.6 °F
Sp3	69.9 °F
Sp4	69.5 °F
Sp5	69.3 °F
Sp6	69.2 °F
Sp7	70.1 °F

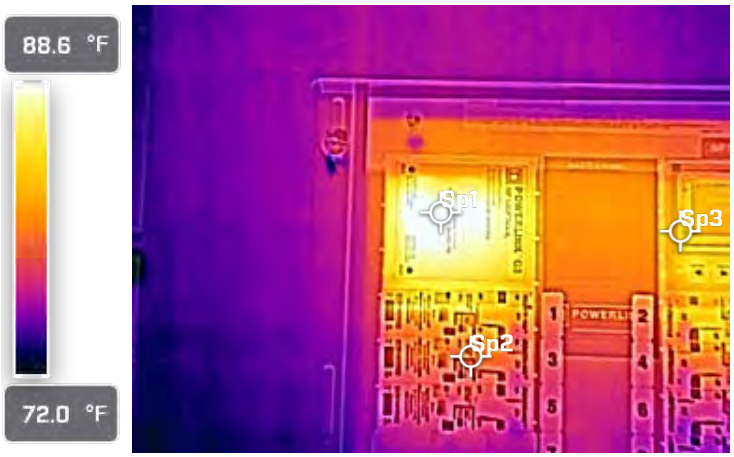
Text annotations

Note

Note	



7/16/2024 2:03:33 PM



FLIR4685.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4685.jpg
File size	386 KB
Width	320
Height	240
Minimum temp.	71.5 °F
Maximum temp.	89.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

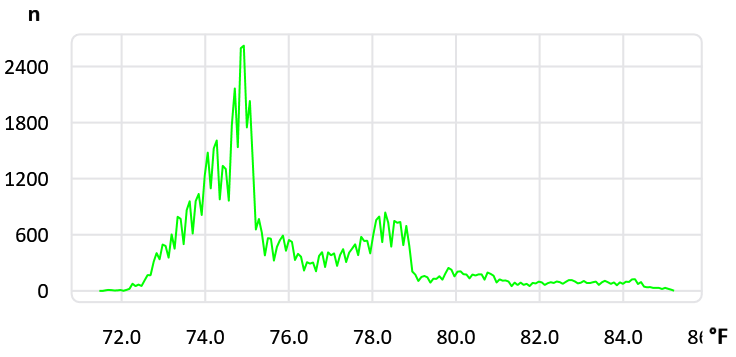
Measurements

Sp1	88.9 °F
Sp2	80.0 °F
Sp3	83.4 °F

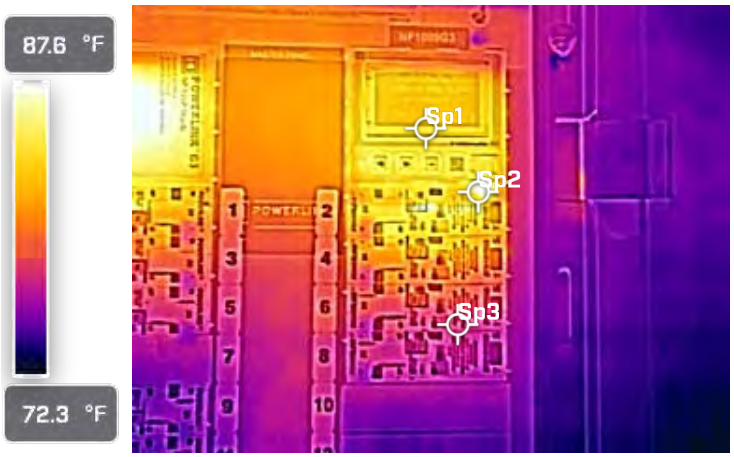
Distribution Panel # LT9 Left

Note

Note	



7/16/2024 2:03:37 PM



FLIR4687.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4687.jpg
File size	397 KB
Width	320
Height	240
Minimum temp.	72.1 °F
Maximum temp.	89.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

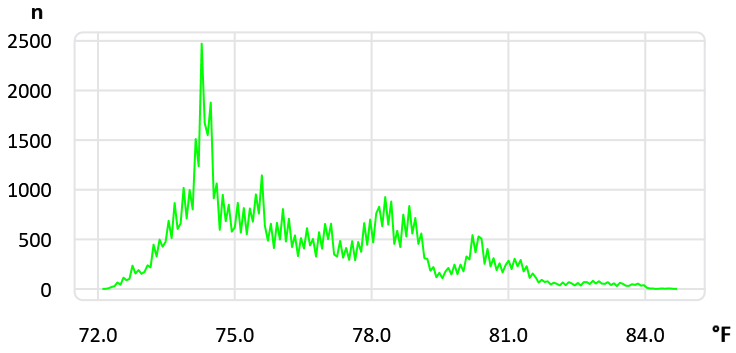
Measurements

Sp1	83.3 °F
Sp2	87.8 °F
Sp3	77.7 °F

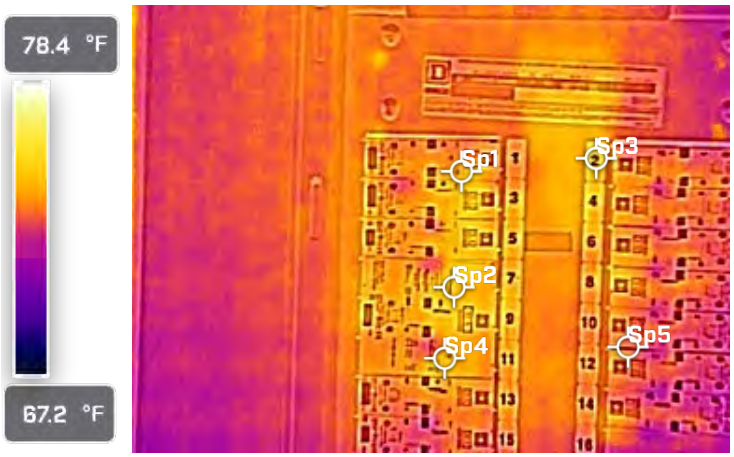
Distribution Panel # LT9 Right

Note

Note	



7/16/2024 2:04:01 PM



FLIR4691.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4691.jpg
File size	417 KB
Width	320
Height	240
Minimum temp.	71.5 °F
Maximum temp.	76.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

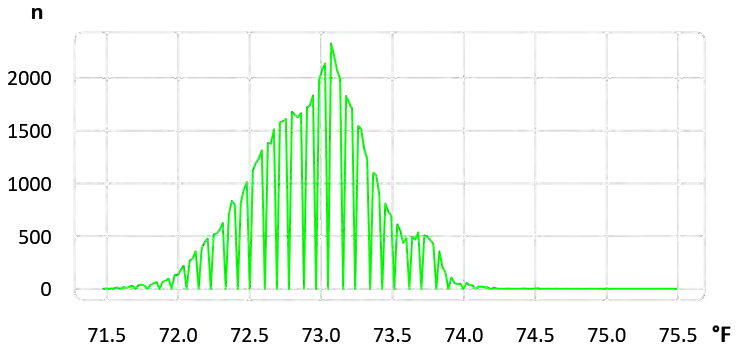
Measurements

Sp1	74.1 °F
Sp2	74.5 °F
Sp3	74.4 °F
Sp4	74.5 °F
Sp5	73.3 °F

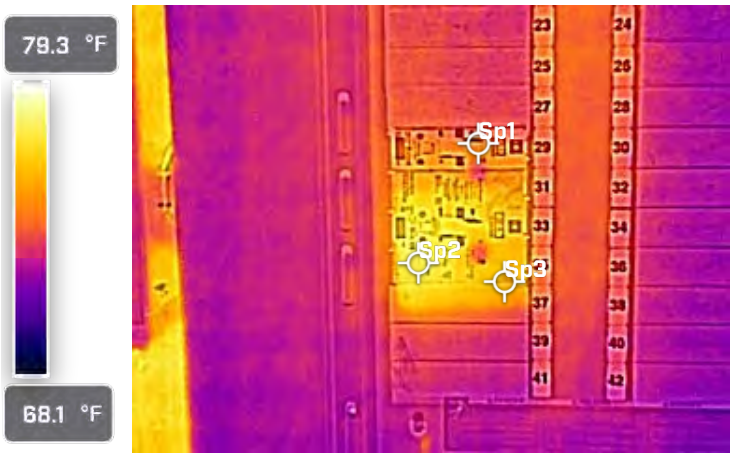
Distribution Panel # H Left

Note

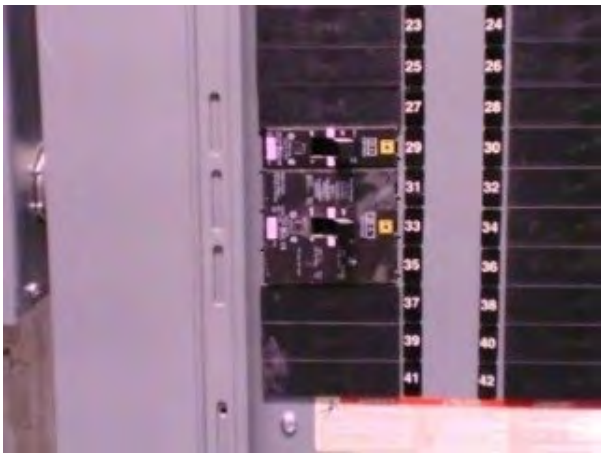
Note	



7/16/2024 2:04:06 PM



FLIR4693.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4693.jpg
File size	388 KB
Width	320
Height	240
Minimum temp.	70.9 °F
Maximum temp.	77.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

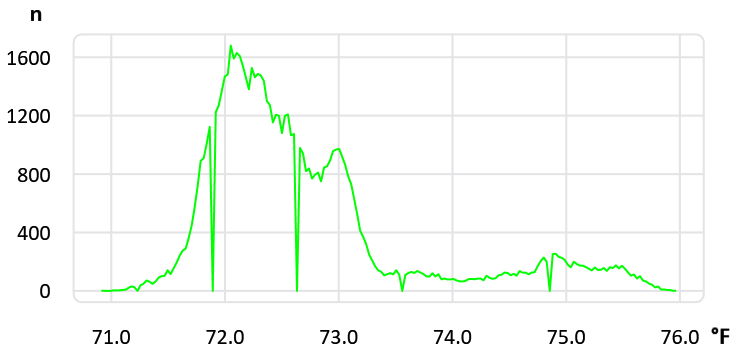
Measurements

Sp1	74.2 °F
Sp2	77.4 °F
Sp3	75.6 °F

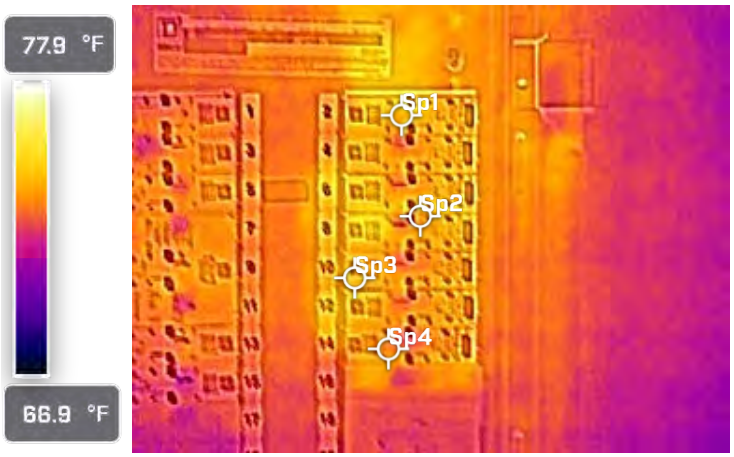
Distribution Panel # H Bottom

Note

Note	



7/16/2024 2:04:10 PM



FLIR4695.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4695.jpg
File size	390 KB
Width	320
Height	240
Minimum temp.	70.5 °F
Maximum temp.	75.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

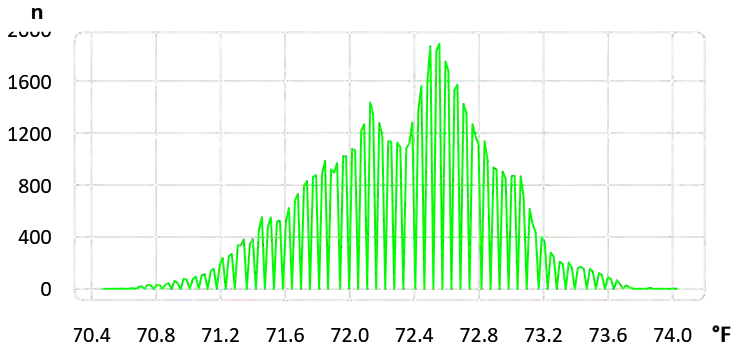
Measurements

Sp1	74.2 °F
Sp2	73.6 °F
Sp3	73.9 °F
Sp4	73.5 °F

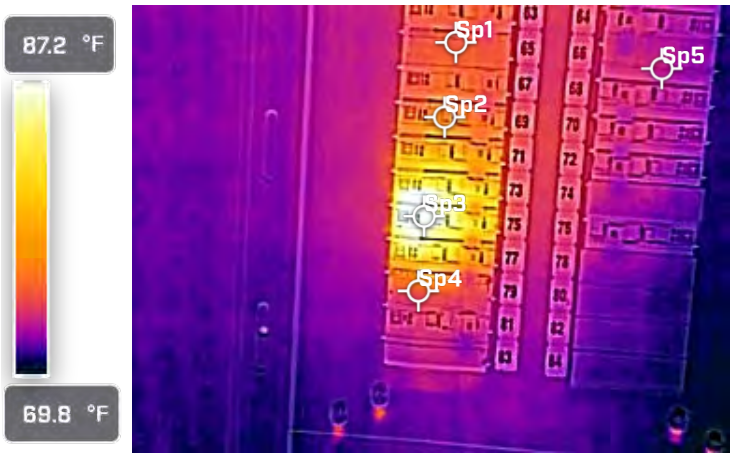
Distribution Panel # H Right

Note

Note	



7/16/2024 2:07:19 PM



FLIR4706.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4706.jpg
File size	400 KB
Width	320
Height	240
Minimum temp.	69.3 °F
Maximum temp.	89.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

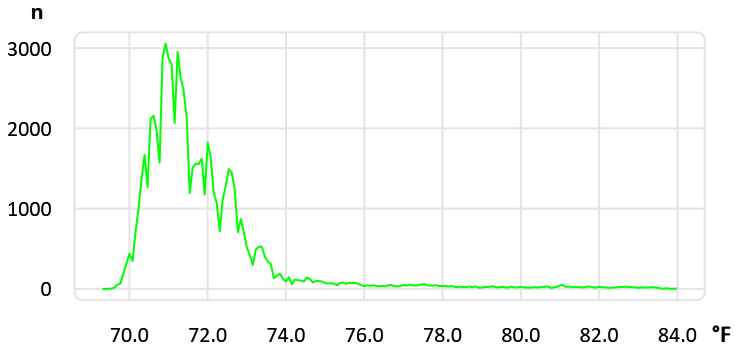
Measurements

Sp1	74.5 °F
Sp2	76.2 °F
Sp3	88.0 °F
Sp4	74.8 °F
Sp5	72.9 °F

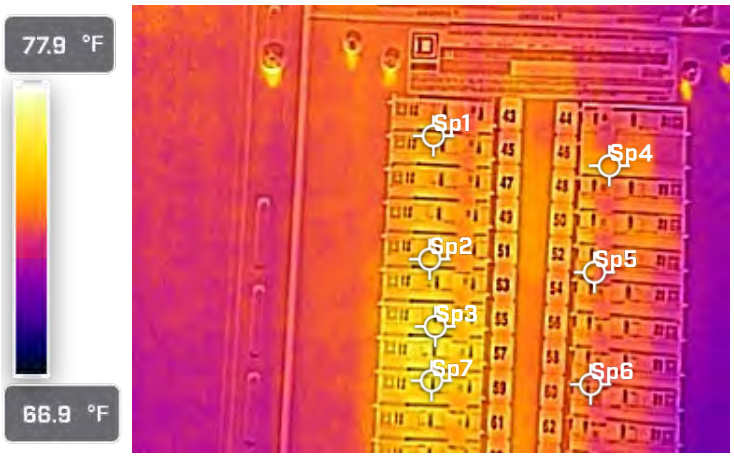
Distribution Panel # L8 Left Bottom

Note

Note	



7/16/2024 2:07:24 PM



FLIR4708.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4708.jpg
File size	419 KB
Width	320
Height	240
Minimum temp.	69.6 °F
Maximum temp.	76.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

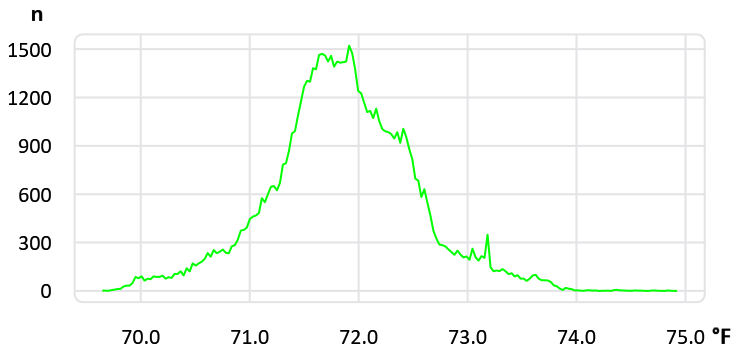
Measurements

Sp1	73.6 °F
Sp2	74.3 °F
Sp3	75.0 °F
Sp4	73.5 °F
Sp5	73.1 °F
Sp6	73.0 °F
Sp7	75.1 °F

Distribution Panel # L8 Top

Note

Note	



7/16/2024 2:08:18 PM

FLIR4714.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4714.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	67.5 °F
Maximum temp.	80.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

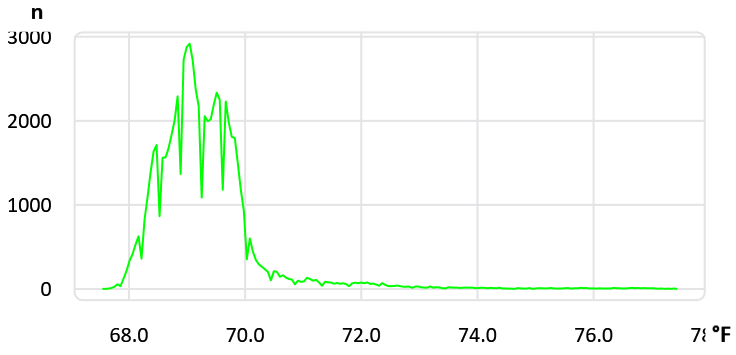
Measurements

Sp1	70.1 °F
Sp2	69.8 °F
Sp3	70.1 °F
Sp4	79.6 °F

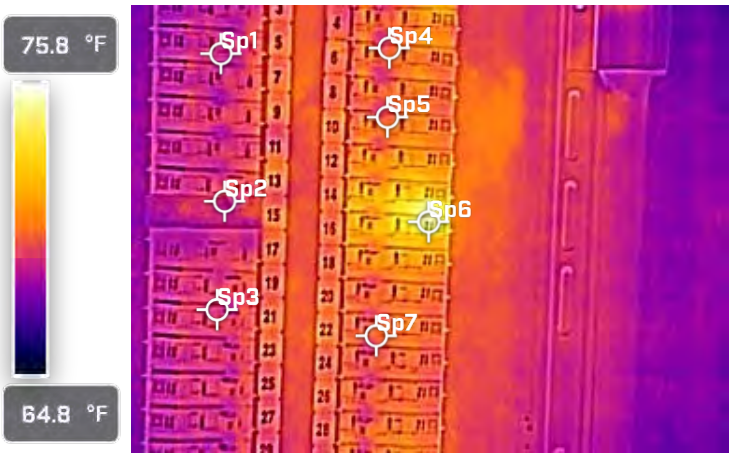
Distribution Panel # L8 Bottom

Note

Note	



7/16/2024 2:08:23 PM



FLIR4716.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4716.jpg
File size	408 KB
Width	320
Height	240
Minimum temp.	66.6 °F
Maximum temp.	75.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

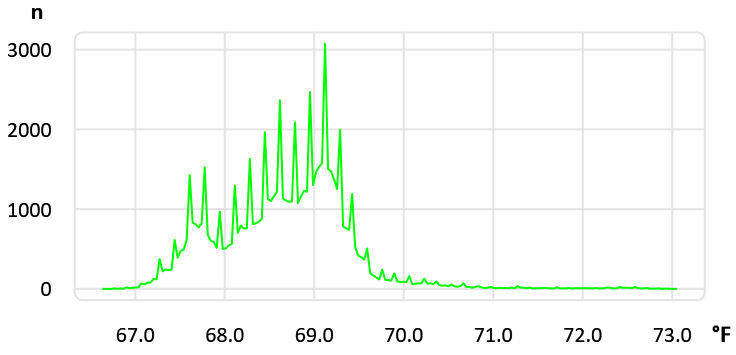
Measurements

Sp1	69.2 °F
Sp2	68.9 °F
Sp3	69.1 °F
Sp4	70.1 °F
Sp5	70.0 °F
Sp6	75.1 °F
Sp7	70.0 °F

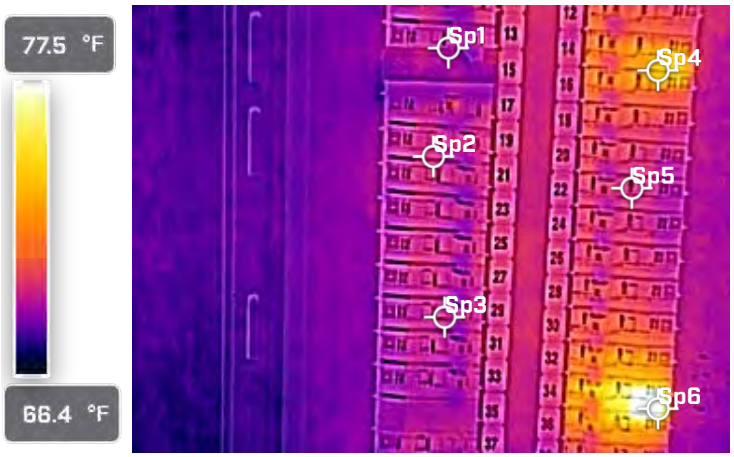
Distribution Panel # 2 Left

Note

Note	



7/16/2024 2:08:28 PM



FLIR4718.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4718.jpg
File size	421 KB
Width	320
Height	240
Minimum temp.	67.0 °F
Maximum temp.	79.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

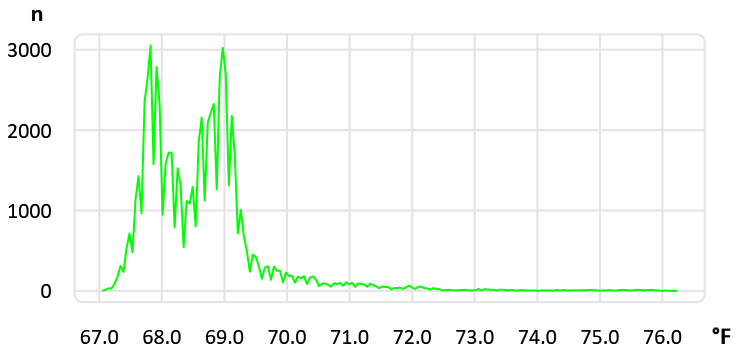
Measurements

Sp1	69.1 °F
Sp2	69.6 °F
Sp3	69.6 °F
Sp4	74.3 °F
Sp5	69.8 °F
Sp6	78.0 °F

Distribution Panel # 2 Right

Note

Note	



7/16/2024 2:09:15 PM

FLIR4721.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4721.jpg
File size	383 KB
Width	320
Height	240
Minimum temp.	70.7 °F
Maximum temp.	90.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

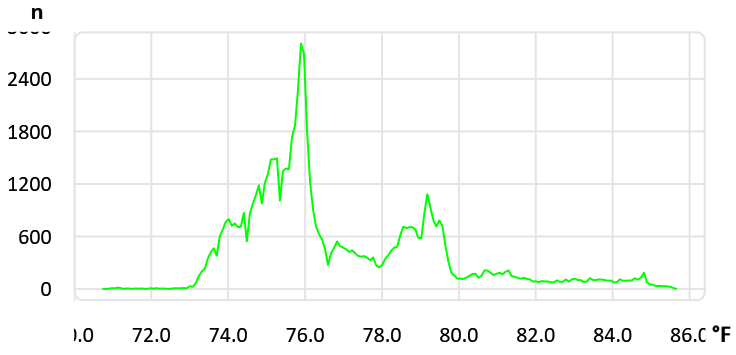
Measurements

Sp1	89.2 °F
Sp2	80.2 °F
Sp3	82.3 °F

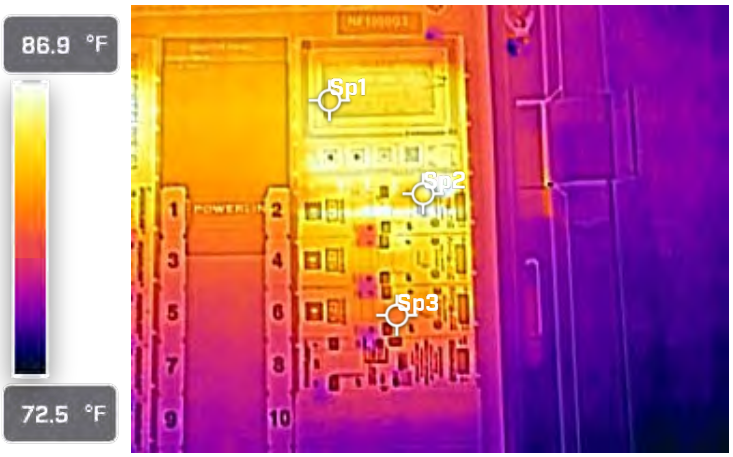
Distribution Panel # LT8 Left

Note

Note	



7/16/2024 2:09:20 PM



FLIR4723.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4723.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	72.4 °F
Maximum temp.	90.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

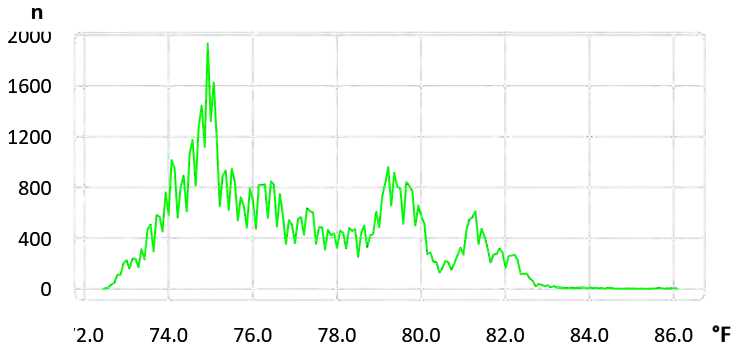
Measurements

Sp1	84.5 °F
Sp2	85.0 °F
Sp3	80.3 °F

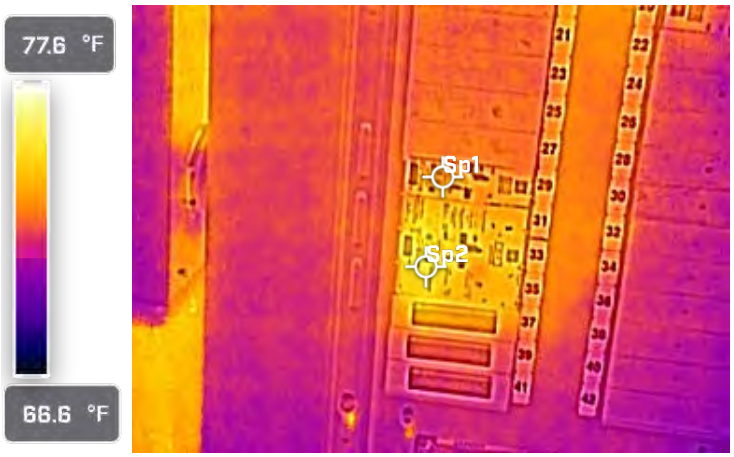
Distribution Panel # LT8 Right

Note

Note	



7/16/2024 2:09:45 PM



FLIR4727.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4727.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	69.9 °F
Maximum temp.	76.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

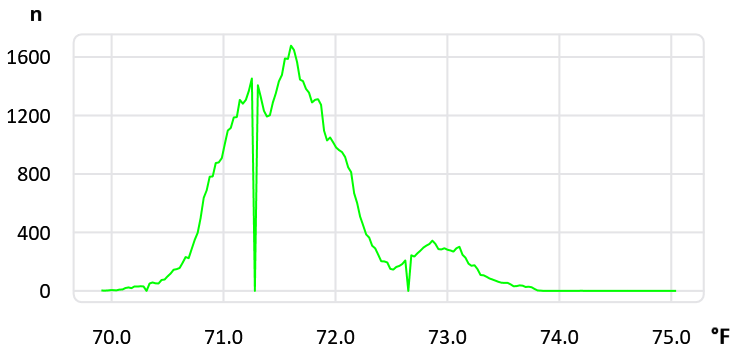
Measurements

Sp1	73.3 °F
Sp2	75.1 °F

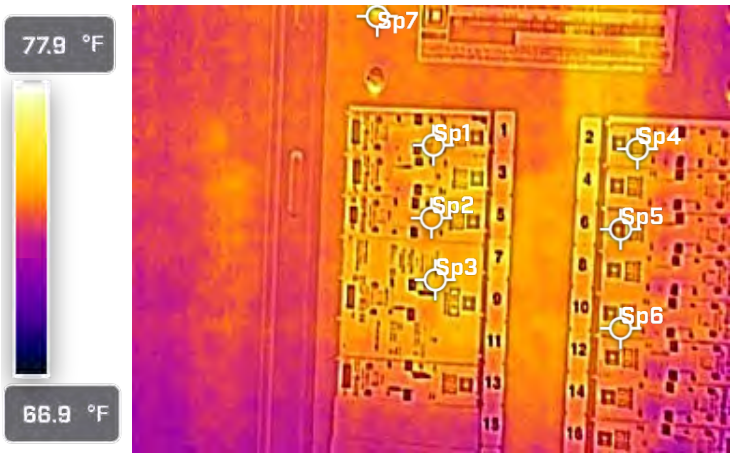
Distribution Panel # H8 Bottom Left

Note

Note	



7/16/2024 2:09:49 PM



FLIR4729.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4729.jpg
File size	414 KB
Width	320
Height	240
Minimum temp.	70.7 °F
Maximum temp.	76.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

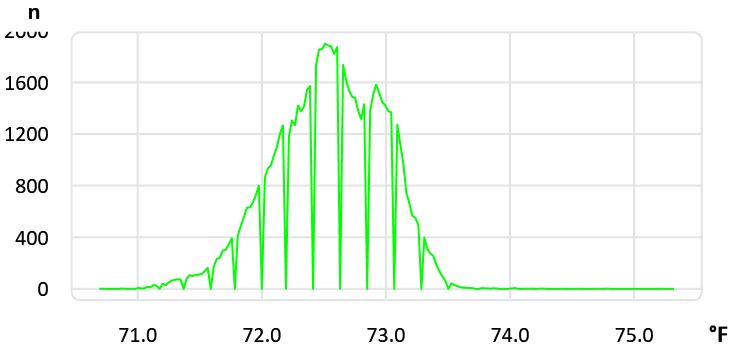
Measurements

Sp1	73.8 °F
Sp2	73.9 °F
Sp3	74.1 °F
Sp4	74.1 °F
Sp5	73.6 °F
Sp6	73.8 °F
Sp7	75.1 °F

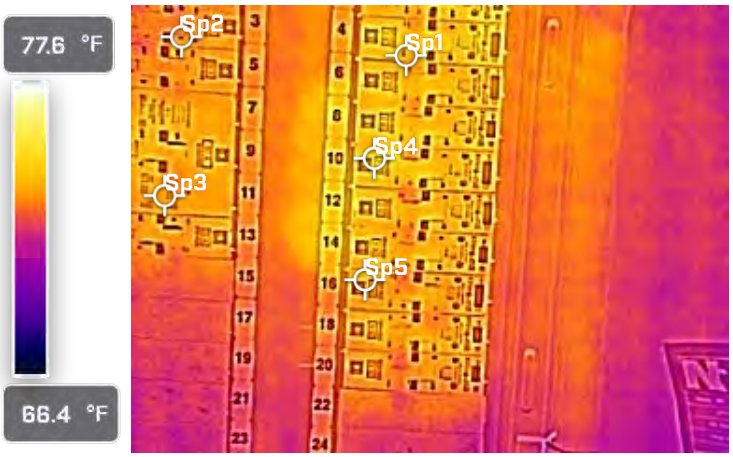
Distribution Panel # H8 Top

Note

Note	



7/16/2024 2:09:53 PM



FLIR4731.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4731.jpg
File size	430 KB
Width	320
Height	240
Minimum temp.	70.5 °F
Maximum temp.	74.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

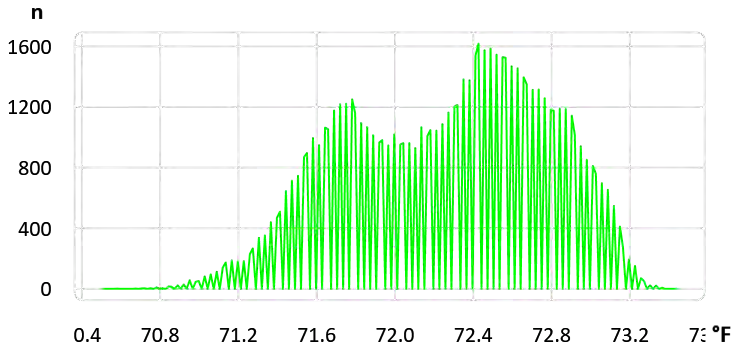
Measurements

Sp1	73.7 °F
Sp2	73.1 °F
Sp3	73.5 °F
Sp4	74.1 °F
Sp5	73.6 °F

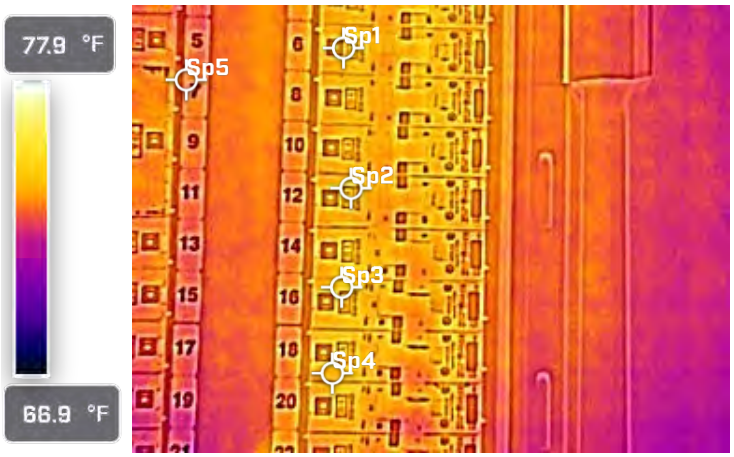
Distribution Panel # H8 Bottom

Note

Note	



7/16/2024 2:10:30 PM



FLIR4735.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4735.jpg
File size	451 KB
Width	320
Height	240
Minimum temp.	70.9 °F
Maximum temp.	74.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

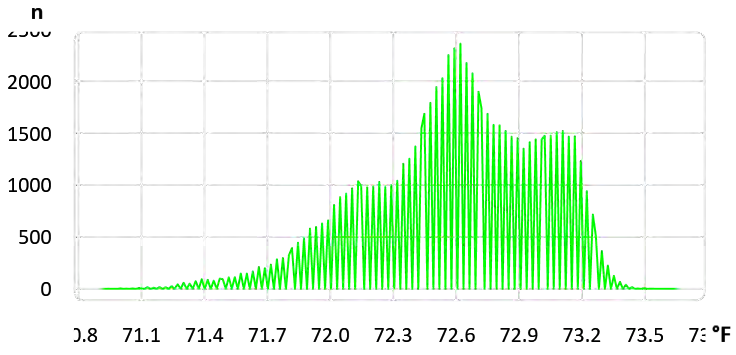
Measurements

Sp1	74.0 °F
Sp2	74.0 °F
Sp3	74.1 °F
Sp4	74.0 °F
Sp5	73.2 °F

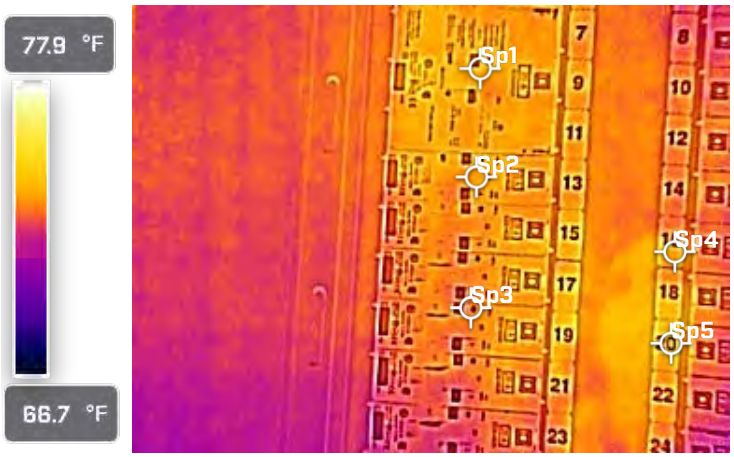
Distribution Panel # HE 8 Right

Note

Note	



7/16/2024 2:10:34 PM



FLIR4737.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4737.jpg
File size	436 KB
Width	320
Height	240
Minimum temp.	71.0 °F
Maximum temp.	74.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

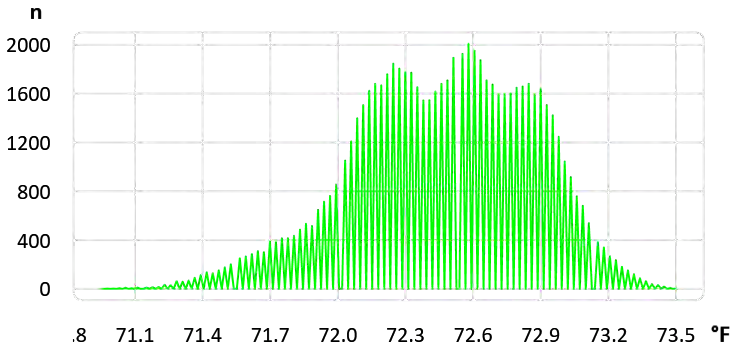
Measurements

Sp1	73.6 °F
Sp2	73.5 °F
Sp3	72.9 °F
Sp4	73.4 °F
Sp5	74.0 °F

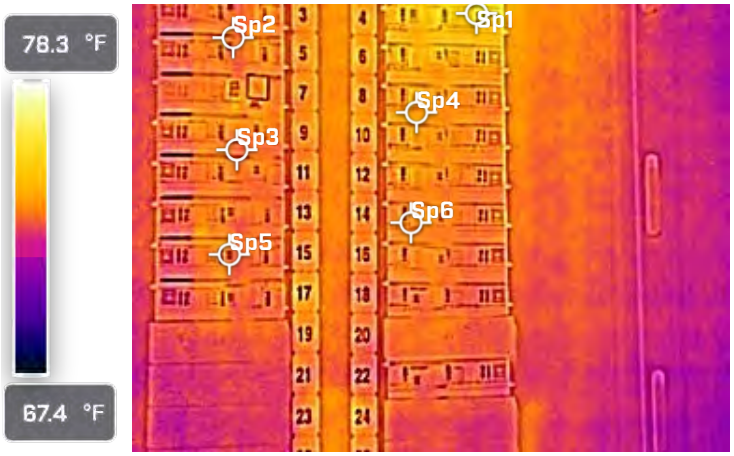
Distribution Panel # HE 8 Left

Note

Note	



7/16/2024 2:11:04 PM



FLIR4743.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4743.jpg
File size	411 KB
Width	320
Height	240
Minimum temp.	70.9 °F
Maximum temp.	75.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

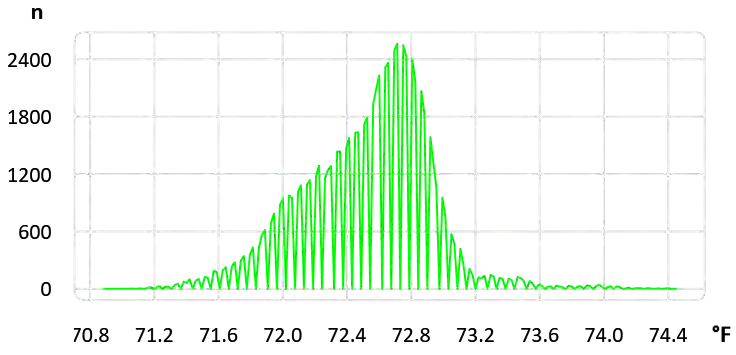
Measurements

Sp1	75.2 °F
Sp2	73.2 °F
Sp3	73.2 °F
Sp4	73.8 °F
Sp5	73.4 °F
Sp6	73.5 °F

Distribution Panel # LE 8 Bottom

Note

Note	



7/16/2024 2:11:00 PM

FLIR4741.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4741.jpg
File size	401 KB
Width	320
Height	240
Minimum temp.	71.3 °F
Maximum temp.	77.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

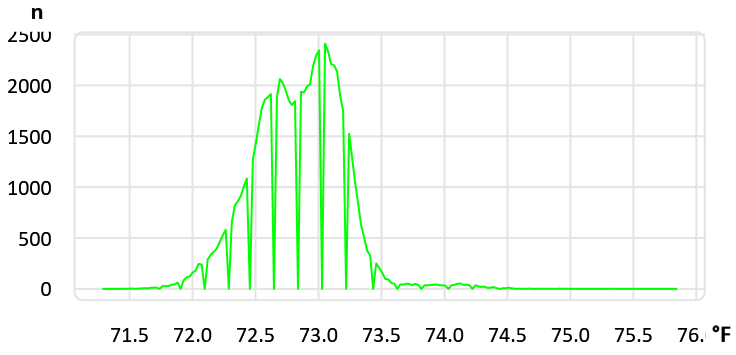
Measurements

Sp1	73.9 °F
Sp2	73.9 °F
Sp3	73.6 °F
Sp4	75.1 °F
Sp5	73.2 °F
Sp6	73.0 °F

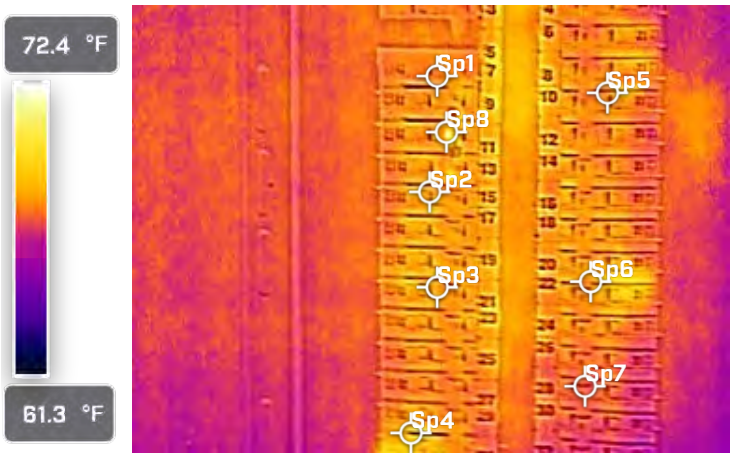
Distribution Panel # LE 8 Top

Note

Note	



7/16/2024 2:15:18 PM



FLIR4755.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4755.jpg
File size	404 KB
Width	320
Height	240
Minimum temp.	65.1 °F
Maximum temp.	73.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

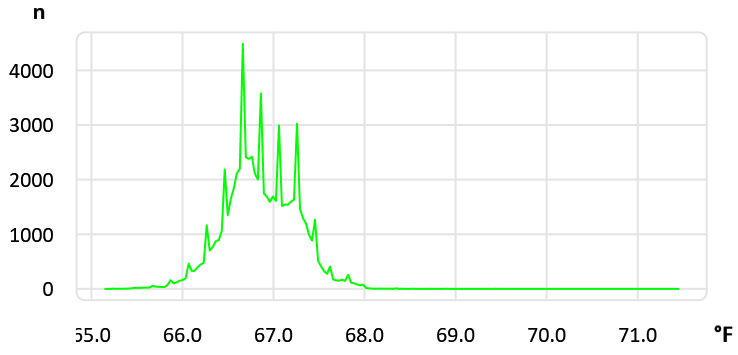
Measurements

Sp1	67.7 °F
Sp2	68.1 °F
Sp3	68.0 °F
Sp4	68.5 °F
Sp5	67.7 °F
Sp6	67.8 °F
Sp7	67.2 °F
Sp8	71.4 °F

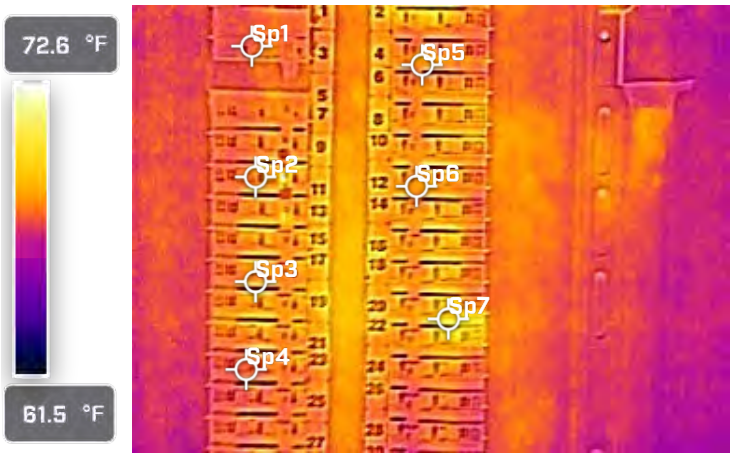
Distribution Panel # 3 Top

Note

Note	



7/16/2024 2:15:25 PM



FLIR4757.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4757.jpg
File size	413 KB
Width	320
Height	240
Minimum temp.	65.4 °F
Maximum temp.	73.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

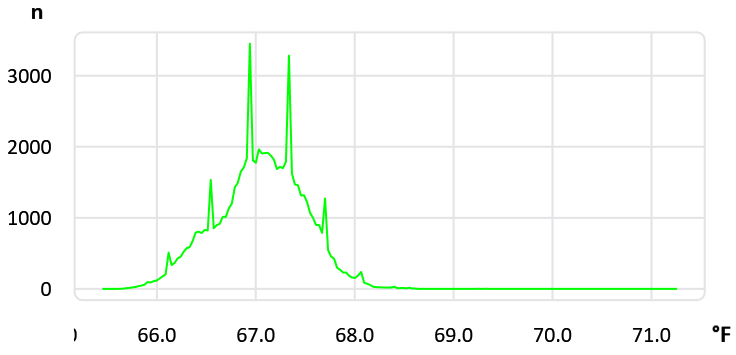
Measurements

Sp1	67.4 °F
Sp2	67.9 °F
Sp3	68.1 °F
Sp4	67.6 °F
Sp5	68.1 °F
Sp6	68.4 °F
Sp7	69.5 °F

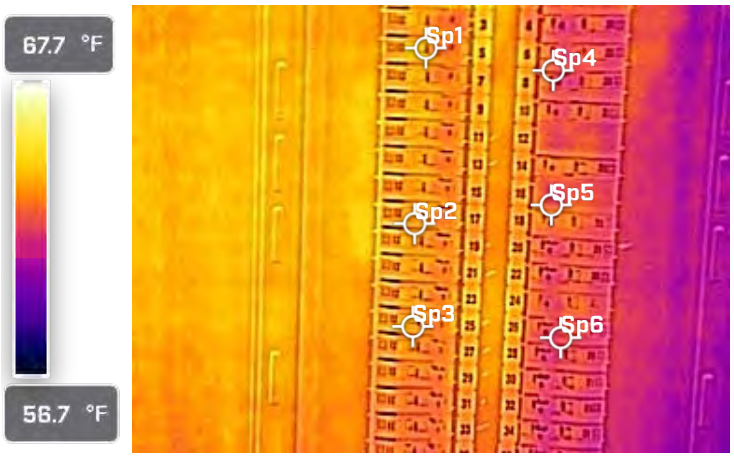
Distribution Panel # 3 Bottom

Note

Note	



7/16/2024 2:15:57 PM



FLIR4761.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4761.jpg
File size	405 KB
Width	320
Height	240
Minimum temp.	59.7 °F
Maximum temp.	65.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

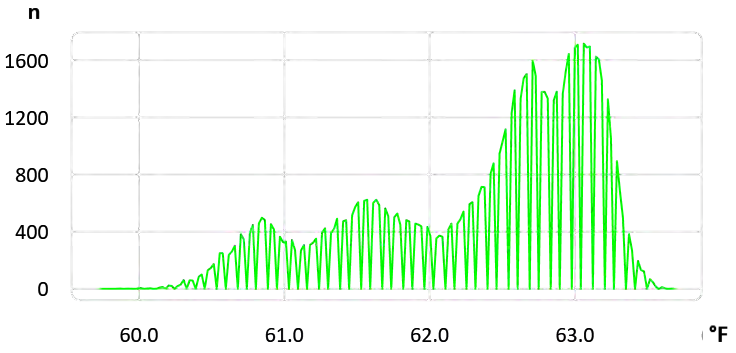
Measurements

Sp1	64.2 °F
Sp2	63.6 °F
Sp3	63.7 °F
Sp4	62.6 °F
Sp5	62.7 °F
Sp6	62.4 °F

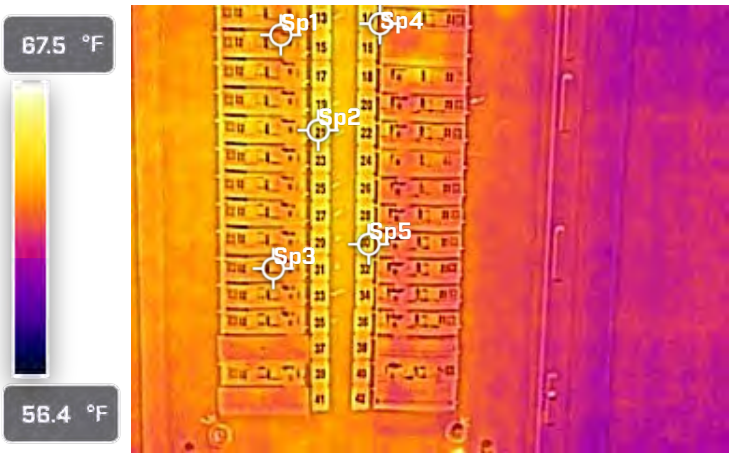
Distribution Panel # 4 Top

Note

Note	



7/16/2024 2:16:02 PM



FLIR4763.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4763.jpg
File size	410 KB
Width	320
Height	240
Minimum temp.	60.2 °F
Maximum temp.	67.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

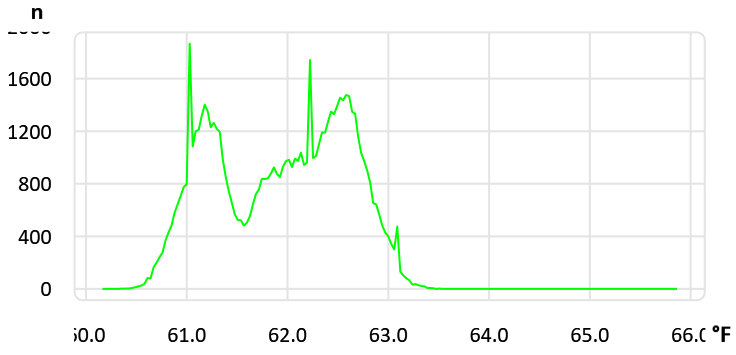
Measurements

Sp1	62.9 °F
Sp2	63.8 °F
Sp3	63.3 °F
Sp4	63.1 °F
Sp5	63.7 °F

Distribution Panel # 4 Bottom

Note

Note	



7/16/2024 2:16:42 PM

FLIR4767.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4767.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	64.9 °F
Maximum temp.	84.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

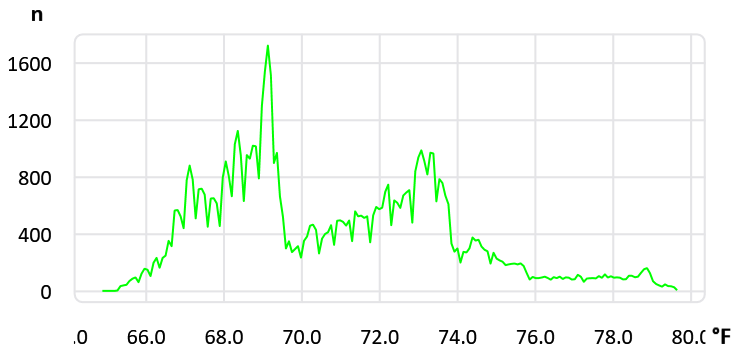
Measurements

Sp1	83.5 °F
Sp2	76.9 °F
Sp3	74.9 °F
Sp4	78.2 °F

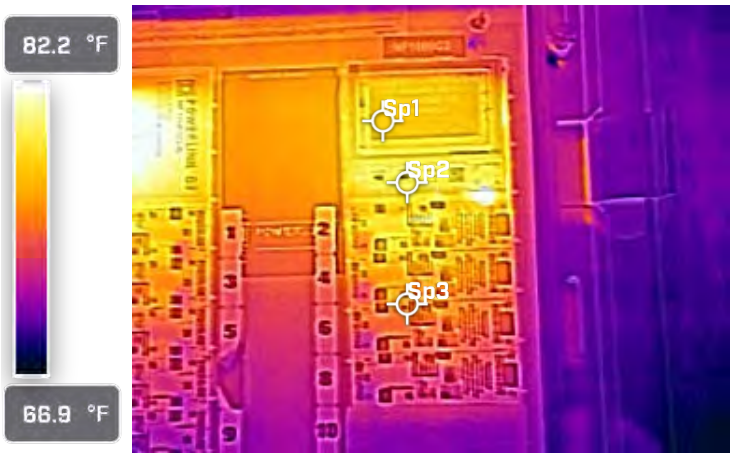
Distribution Panel # LT7 Left

Note

Note	



7/16/2024 2:16:47 PM



FLIR4769.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4769.jpg
File size	397 KB
Width	320
Height	240
Minimum temp.	66.6 °F
Maximum temp.	84.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

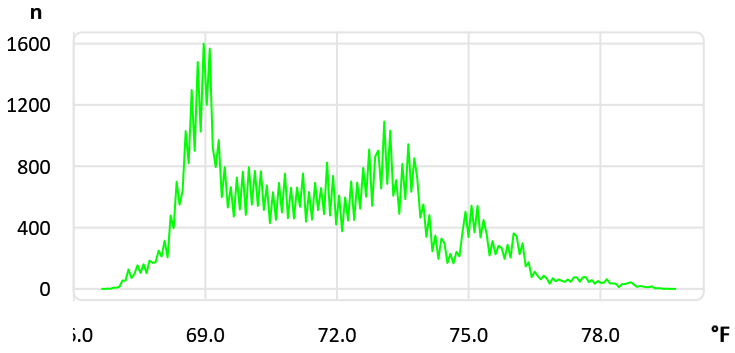
Measurements

Sp1	78.2 °F
Sp2	79.2 °F
Sp3	75.7 °F

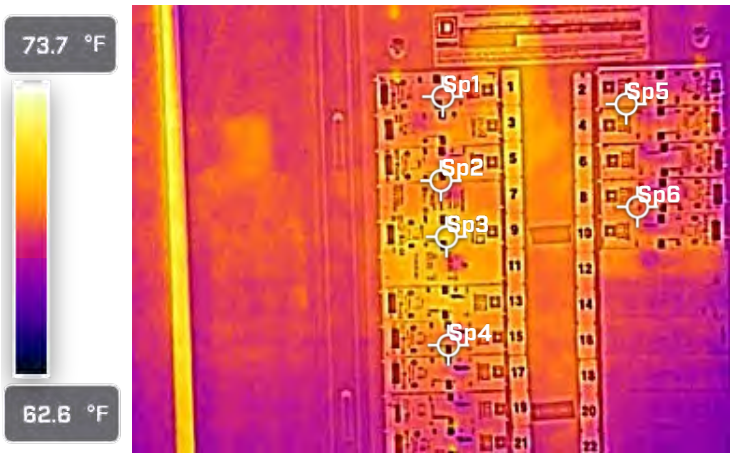
Distribution Panel # LT7 Right

Note

Note	



7/16/2024 2:17:27 PM



FLIR4773.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4773.jpg
File size	412 KB
Width	320
Height	240
Minimum temp.	65.4 °F
Maximum temp.	72.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

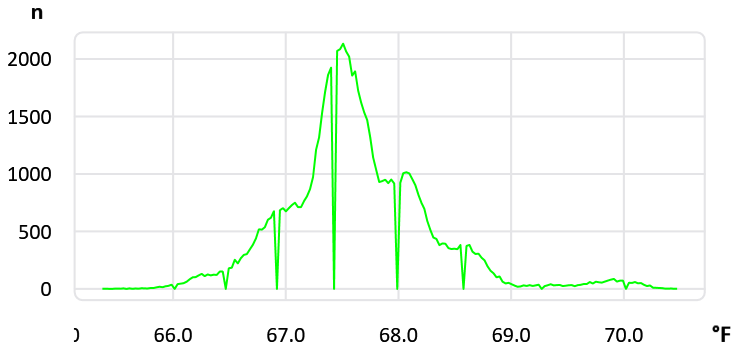
Measurements

Sp1	68.5 °F
Sp2	69.1 °F
Sp3	70.2 °F
Sp4	68.6 °F
Sp5	69.0 °F
Sp6	68.6 °F

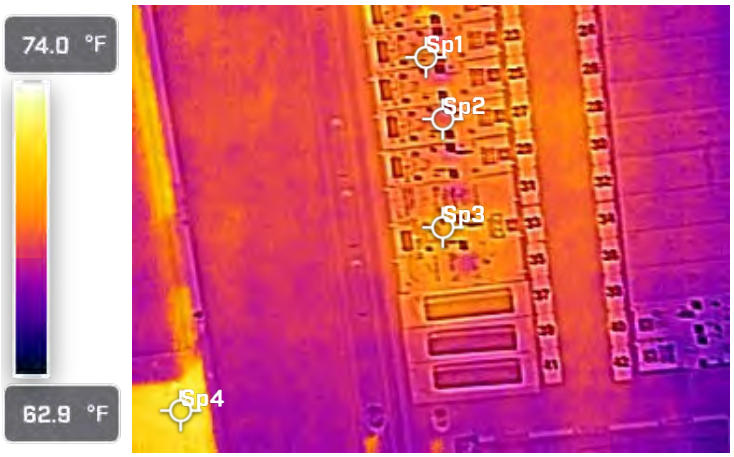
Distribution Panel # H7 Top

Note

Note	



7/16/2024 2:17:32 PM



FLIR4775.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4775.jpg
File size	395 KB
Width	320
Height	240
Minimum temp.	64.8 °F
Maximum temp.	72.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

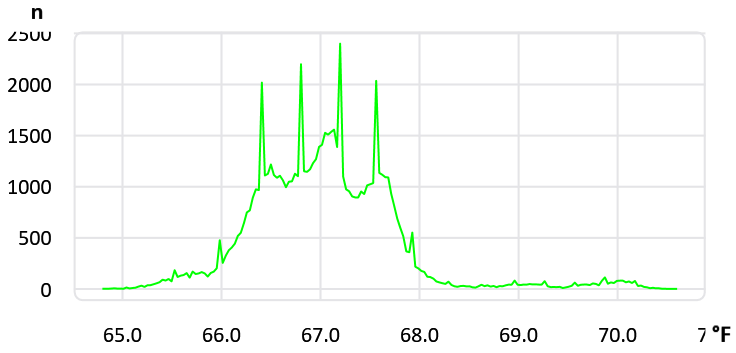
Measurements

Sp1	68.7 °F
Sp2	68.1 °F
Sp3	69.5 °F
Sp4	71.8 °F

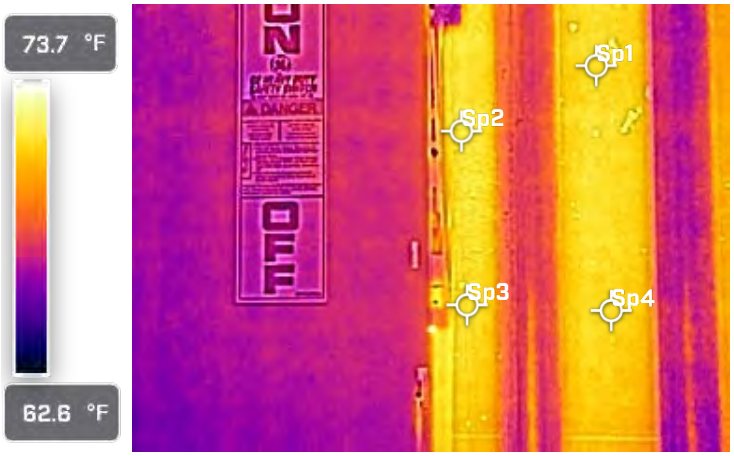
Distribution Panel # H7 Bottom

Note

Note	



7/16/2024 2:18:04 PM



FLIR4781.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4781.jpg
File size	370 KB
Width	320
Height	240
Minimum temp.	65.0 °F
Maximum temp.	75.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

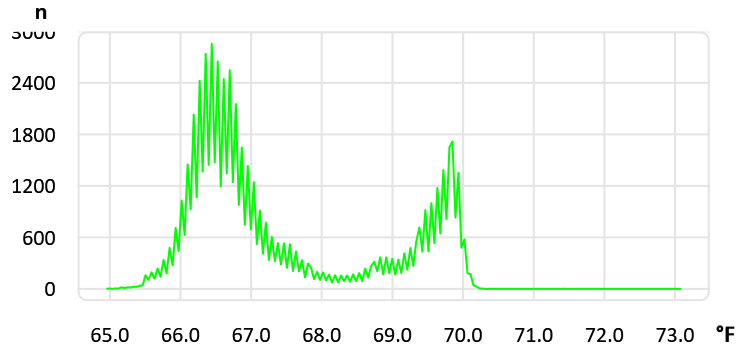
Measurements

Sp1	71.4 °F
Sp2	71.7 °F
Sp3	71.6 °F
Sp4	71.5 °F

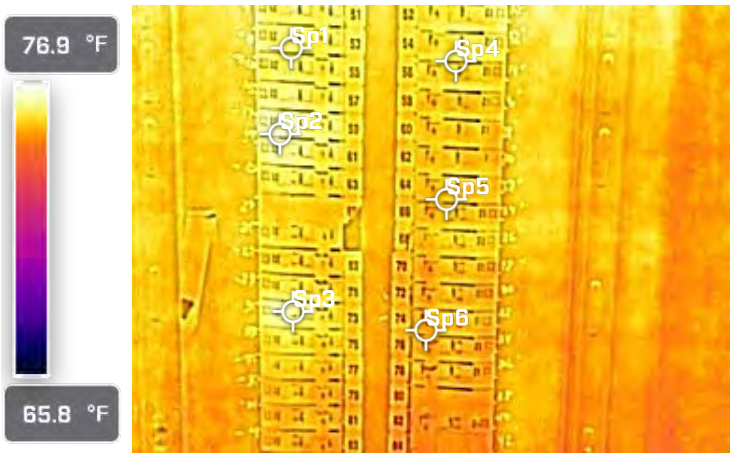
Fuse Disconnect H6N

Note

Note	



7/16/2024 2:21:22 PM



FLIR4792.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4792.jpg
File size	425 KB
Width	320
Height	240
Minimum temp.	74.0 °F
Maximum temp.	76.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

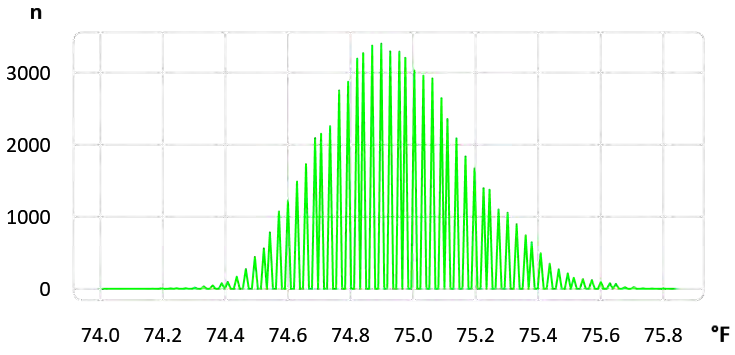
Measurements

Sp1	75.8 °F
Sp2	76.3 °F
Sp3	76.0 °F
Sp4	75.6 °F
Sp5	75.2 °F
Sp6	75.0 °F

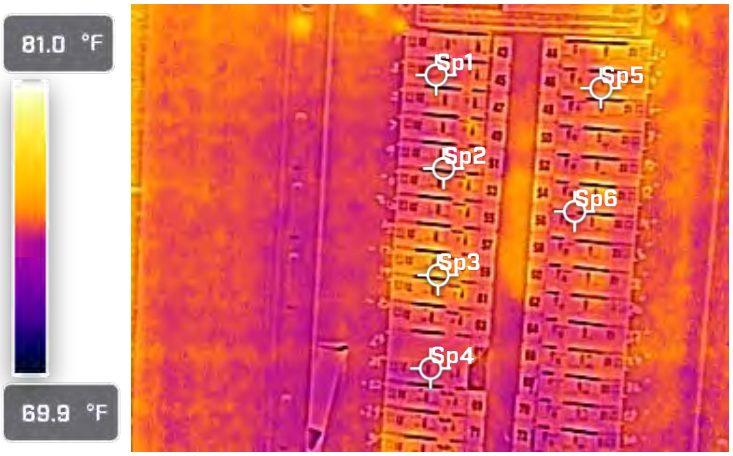
Distribution Panel # L6 Top

Note

Note	



7/16/2024 2:21:27 PM



FLIR4794.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4794.jpg
File size	426 KB
Width	320
Height	240
Minimum temp.	74.8 °F
Maximum temp.	78.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

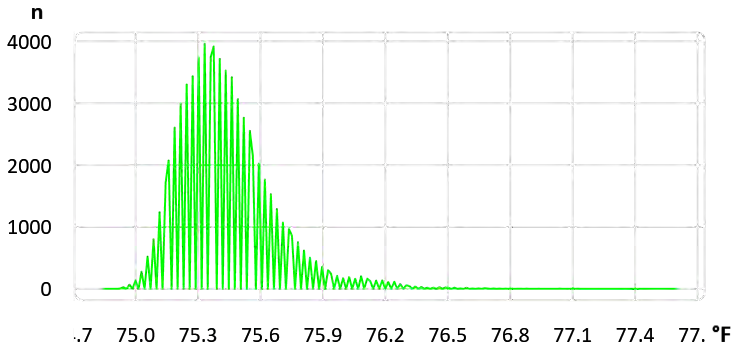
Measurements

Sp1	75.5 °F
Sp2	75.6 °F
Sp3	76.1 °F
Sp4	75.3 °F
Sp5	75.9 °F
Sp6	75.5 °F

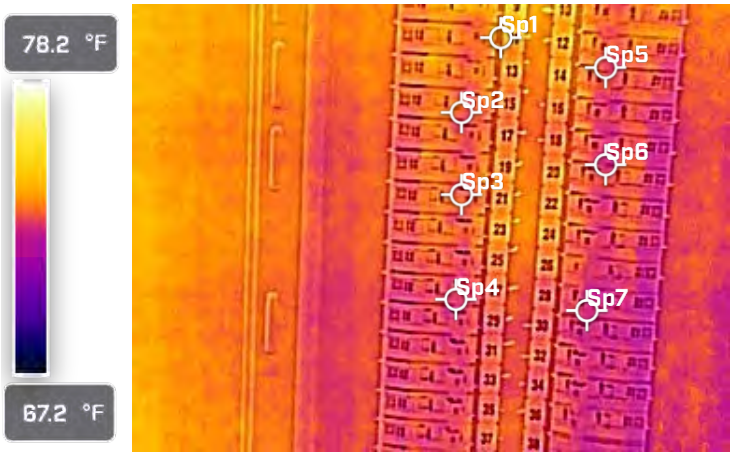
Distribution Panel # L6 Bottom

Note

Note	



7/16/2024 2:21:55 PM



FLIR4798.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4798.jpg
File size	422 KB
Width	320
Height	240
Minimum temp.	72.0 °F
Maximum temp.	74.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

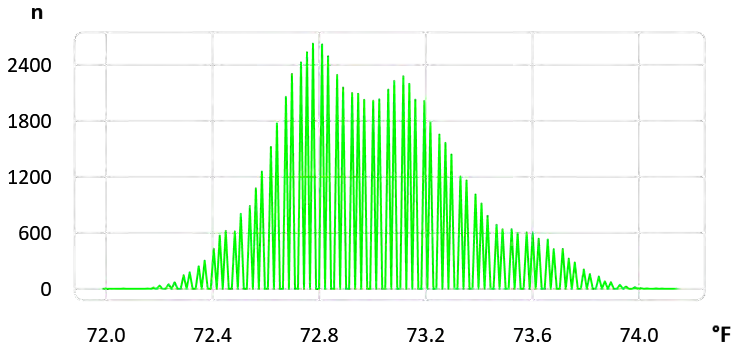
Measurements

Sp1	73.8 °F
Sp2	73.2 °F
Sp3	73.1 °F
Sp4	72.9 °F
Sp5	72.9 °F
Sp6	72.6 °F
Sp7	72.6 °F

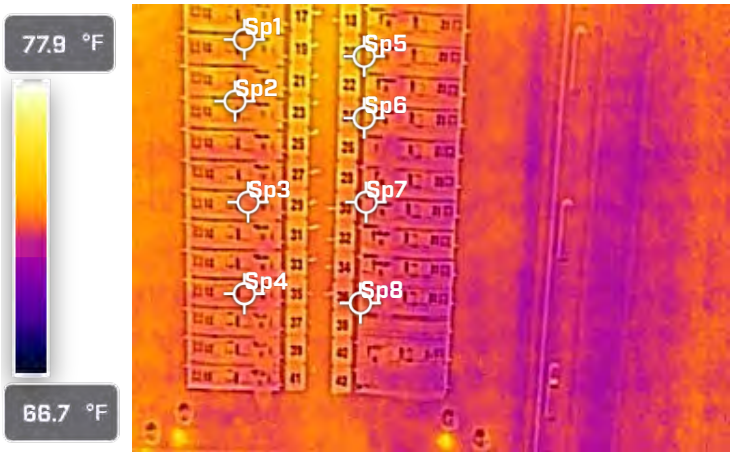
Distribution Panel # L8 Top

Note

Note	



7/16/2024 2:22:00 PM



FLIR4800.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4800.jpg
File size	402 KB
Width	320
Height	240
Minimum temp.	71.2 °F
Maximum temp.	75.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

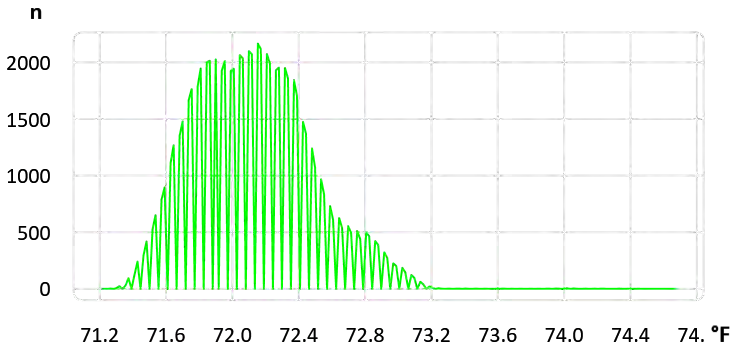
Measurements

Sp1	73.1 °F
Sp2	72.8 °F
Sp3	72.5 °F
Sp4	72.5 °F
Sp5	73.3 °F
Sp6	72.9 °F
Sp7	72.4 °F
Sp8	72.5 °F

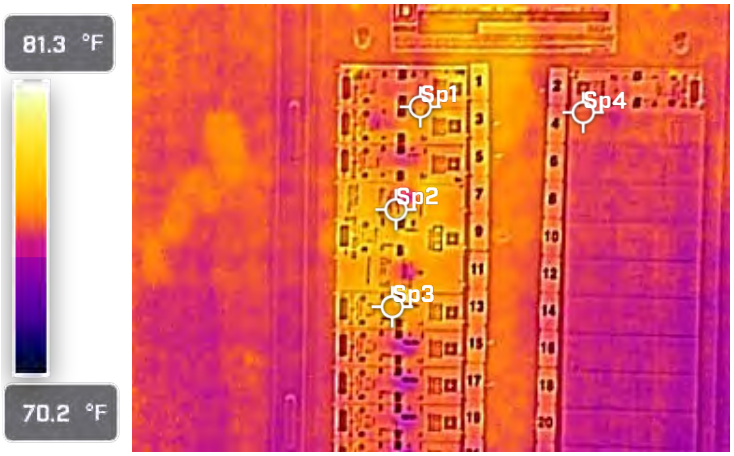
Distribution Panel # L8 Bottom

Note

Note	



7/16/2024 2:23:07 PM



FLIR4813.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4813.jpg
File size	410 KB
Width	320
Height	240
Minimum temp.	74.3 °F
Maximum temp.	78.1 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

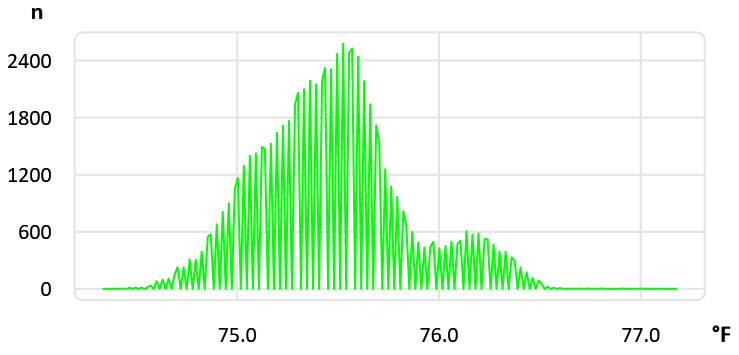
Measurements

Sp1	76.5 °F
Sp2	76.6 °F
Sp3	76.6 °F
Sp4	75.9 °F

Distribution Panel # LT6 Top

Note

Note	



7/16/2024 2:22:38 PM

FLIR4807.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4807.jpg
File size	383 KB
Width	320
Height	240
Minimum temp.	74.6 °F
Maximum temp.	90.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

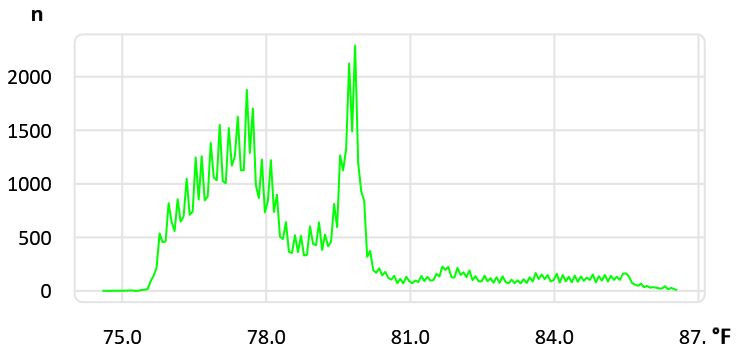
Measurements

Sp1	90.2 °F
Sp2	87.0 °F
Sp3	88.7 °F

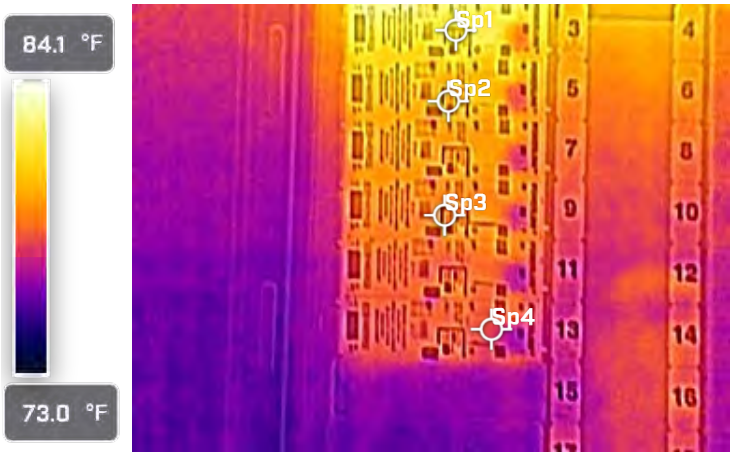
Distribution Panel # LT6 Left Top

Note

Note	



7/16/2024 2:22:42 PM



FLIR4809.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4809.jpg
File size	397 KB
Width	320
Height	240
Minimum temp.	75.1 °F
Maximum temp.	82.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

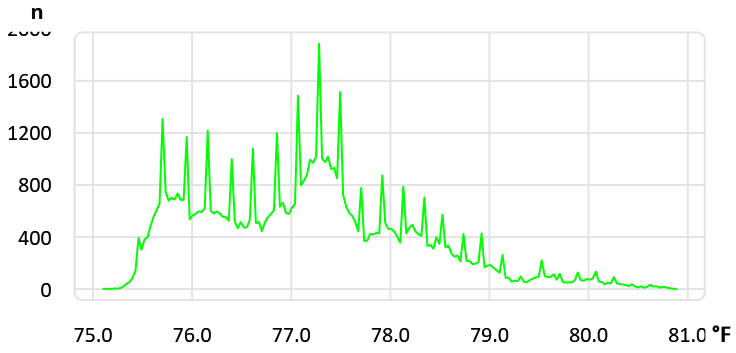
Measurements

Sp1	81.3 °F
Sp2	79.8 °F
Sp3	78.8 °F
Sp4	77.9 °F

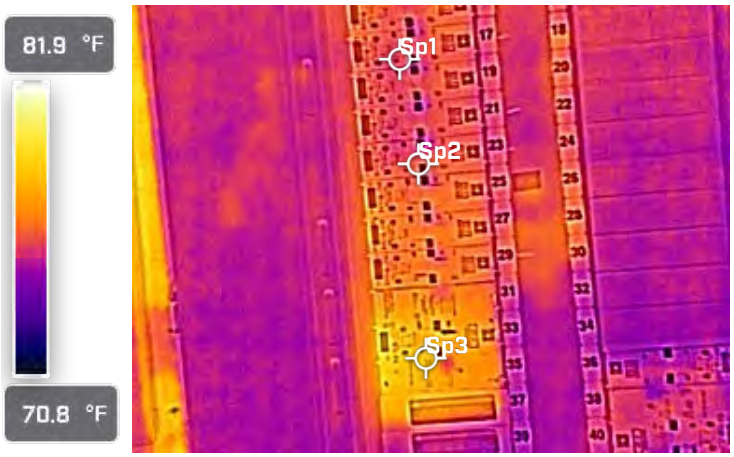
Distribution Panel # H6 Top

Note

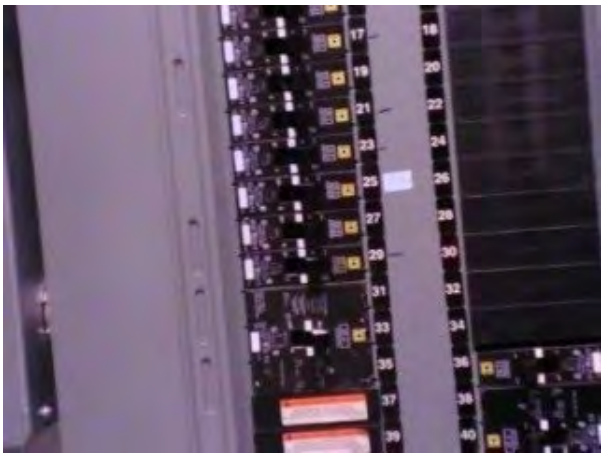
Note	



7/16/2024 2:23:13 PM



FLIR4815.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4815.jpg
File size	415 KB
Width	320
Height	240
Minimum temp.	74.1 °F
Maximum temp.	79.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

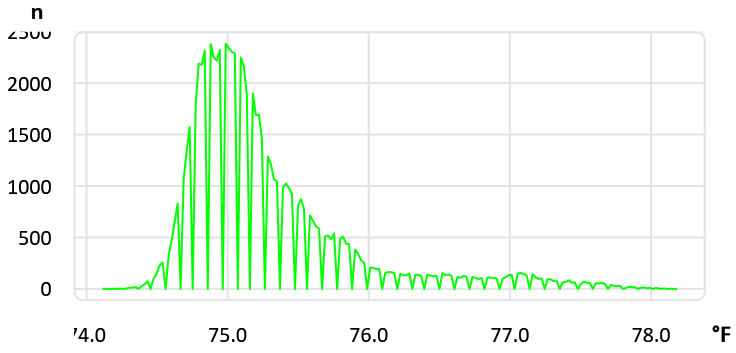
Measurements

Sp1	75.8 °F
Sp2	76.0 °F
Sp3	78.4 °F

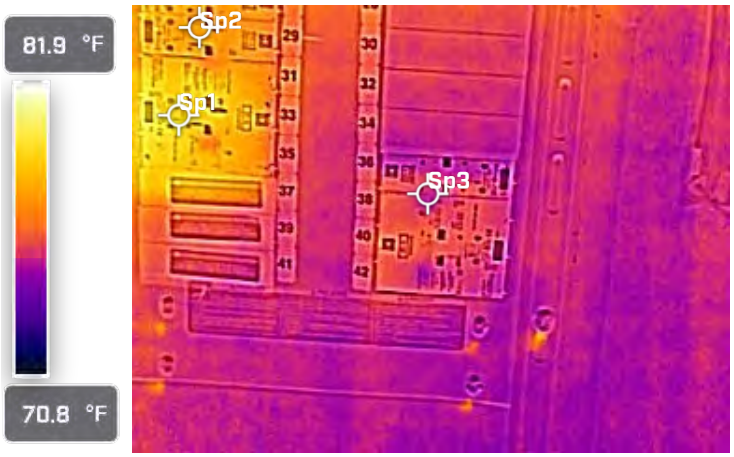
Distribution Panel # H6 Bottom

Note

Note	



7/16/2024 2:23:18 PM



FLIR4817.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	70.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	47.0%

File information

File name	FLIR4817.jpg
File size	399 KB
Width	320
Height	240
Minimum temp.	74.0 °F
Maximum temp.	80.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

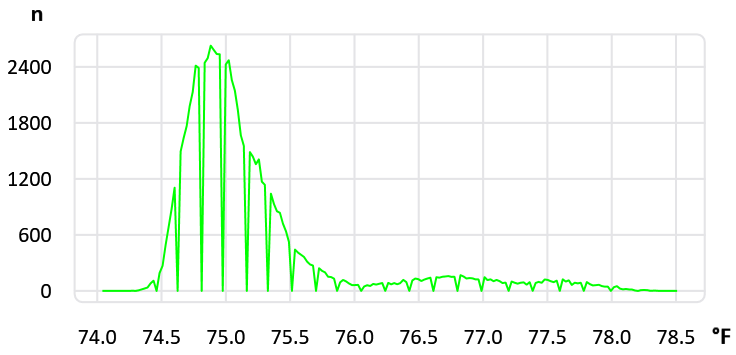
Measurements

Sp1	78.9 °F
Sp2	77.3 °F
Sp3	75.2 °F

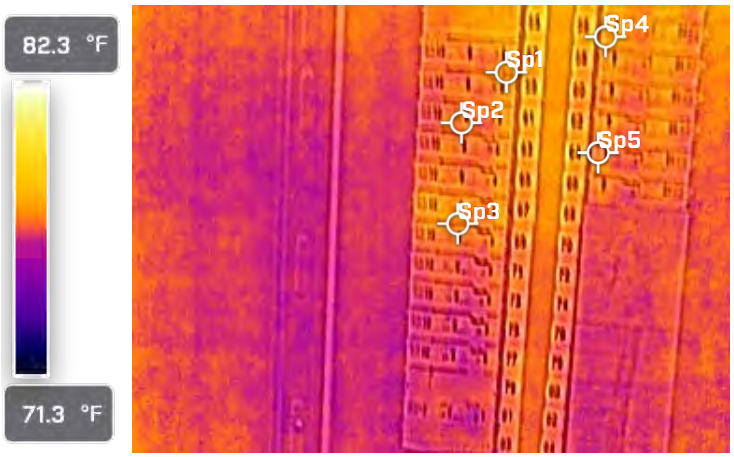
Distribution Panel # H6 Bottom Right

Note

Note	



7/16/2024 2:26:21 PM



FLIR4827.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4827.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	75.9 °F
Maximum temp.	78.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

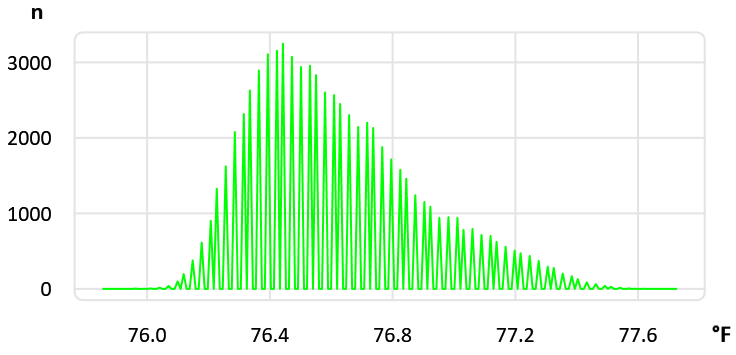
Measurements

Sp1	77.5 °F
Sp2	77.1 °F
Sp3	77.3 °F
Sp4	77.7 °F
Sp5	77.0 °F

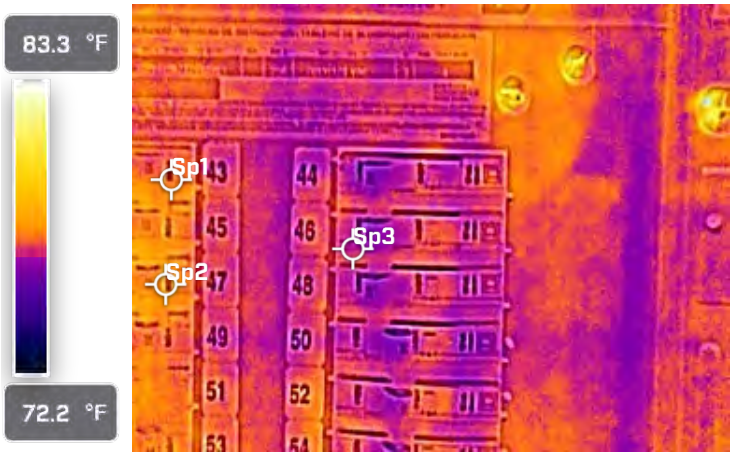
Distribution Panel L5NA Left

Note

Note	



7/16/2024 2:26:35 PM



FLIR4829.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4829.jpg
File size	424 KB
Width	320
Height	240
Minimum temp.	76.0 °F
Maximum temp.	87.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

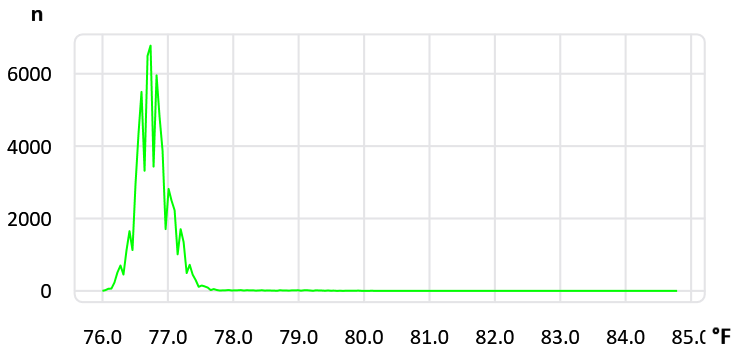
Measurements

Sp1	77.5 °F
Sp2	77.7 °F
Sp3	76.8 °F

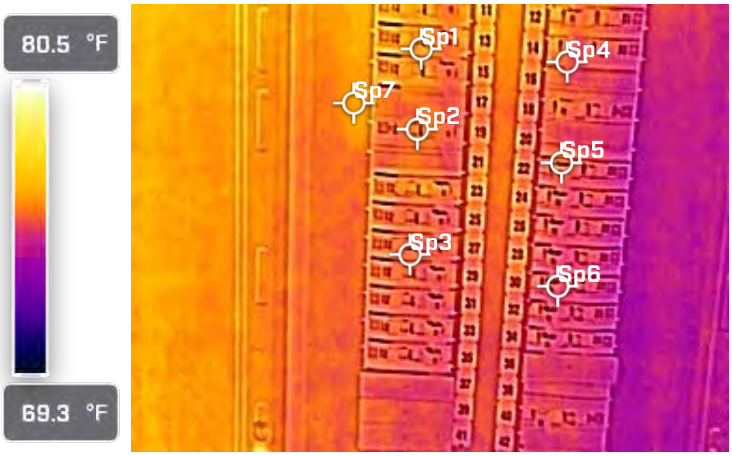
Distribution Panel L5NA Right

Note

Note	



7/16/2024 2:27:06 PM



FLIR4833.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4833.jpg
File size	411 KB
Width	320
Height	240
Minimum temp.	73.5 °F
Maximum temp.	80.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

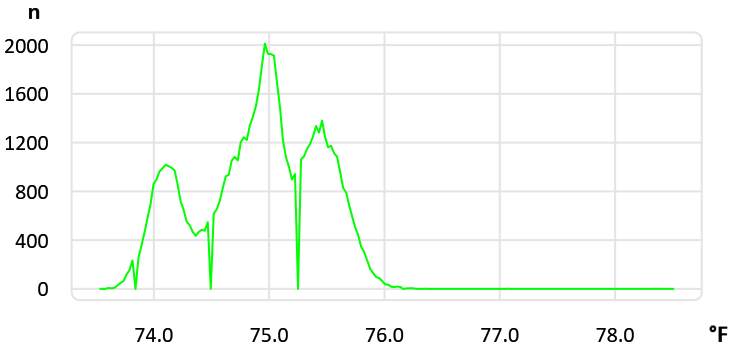
Measurements

Sp1	75.7 °F
Sp2	75.7 °F
Sp3	75.3 °F
Sp4	75.3 °F
Sp5	75.6 °F
Sp6	74.9 °F
Sp7	76.3 °F

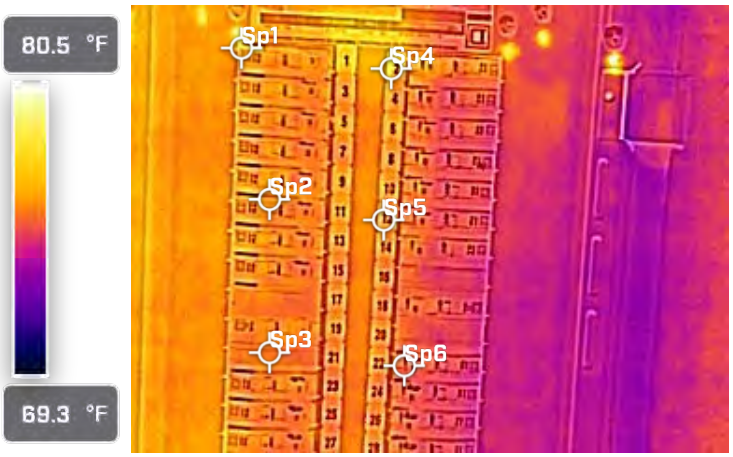
Distribution Panel # 1 Left

Note

Note	



7/16/2024 2:27:10 PM



FLIR4835.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4835.jpg
File size	415 KB
Width	320
Height	240
Minimum temp.	72.9 °F
Maximum temp.	81.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

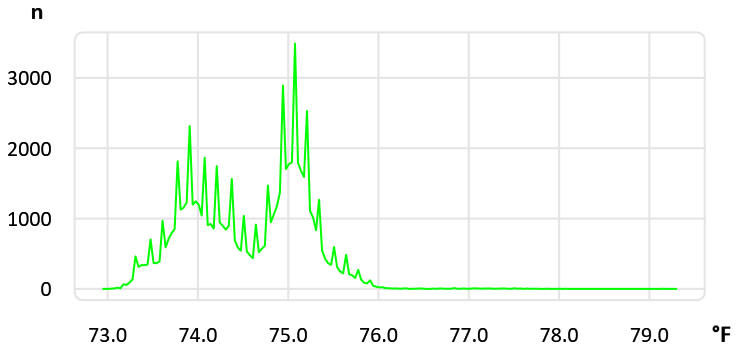
Measurements

Sp1	76.1 °F
Sp2	75.9 °F
Sp3	75.4 °F
Sp4	76.6 °F
Sp5	75.6 °F
Sp6	75.4 °F

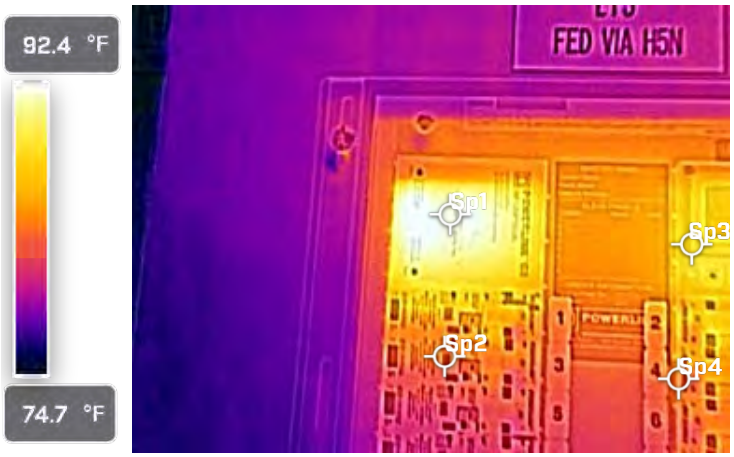
Distribution Panel # 1 Right

Note

Note	



7/16/2024 2:27:35 PM



FLIR4839.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4839.jpg
File size	393 KB
Width	320
Height	240
Minimum temp.	72.5 °F
Maximum temp.	93.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

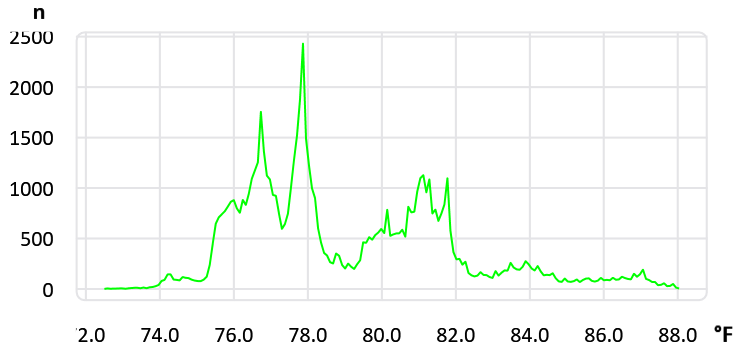
Measurements

Sp1	91.9 °F
Sp2	83.6 °F
Sp3	88.4 °F
Sp4	83.6 °F

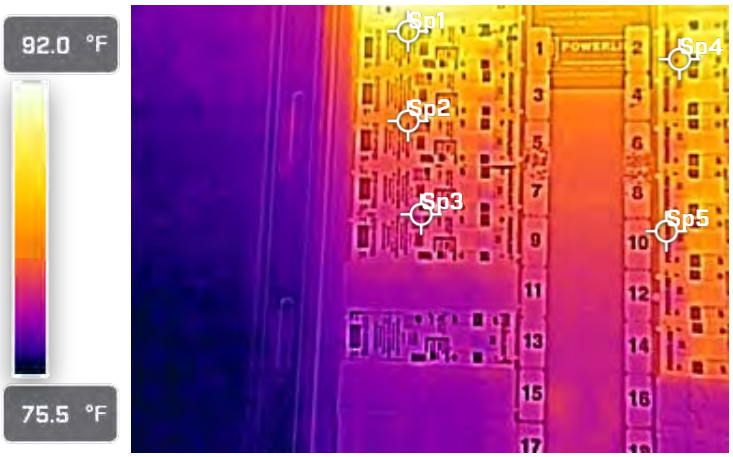
Distribution Panel LT 5 Top Left

Note

Note	



7/16/2024 2:27:39 PM



FLIR4841.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4841.jpg
File size	413 KB
Width	320
Height	240
Minimum temp.	75.6 °F
Maximum temp.	90.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

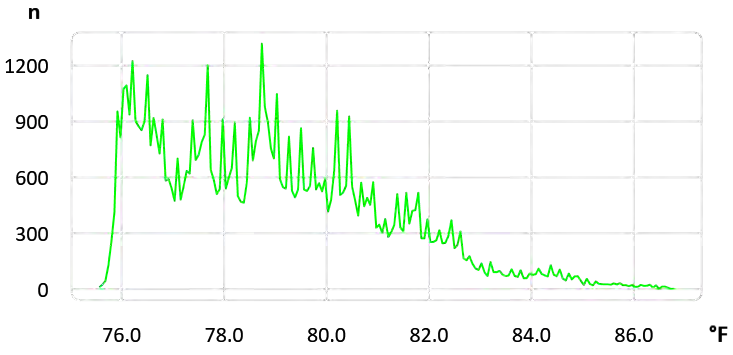
Measurements

Sp1	87.4 °F
Sp2	82.4 °F
Sp3	80.6 °F
Sp4	85.1 °F
Sp5	82.3 °F

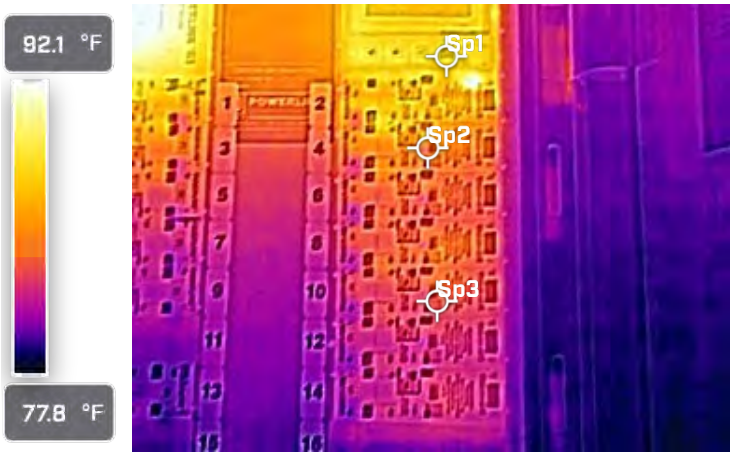
Distribution Panel LT 5 Bottom Left

Note

Note	



7/16/2024 2:27:43 PM



FLIR4843.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4843.jpg
File size	409 KB
Width	320
Height	240
Minimum temp.	78.0 °F
Maximum temp.	93.6 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

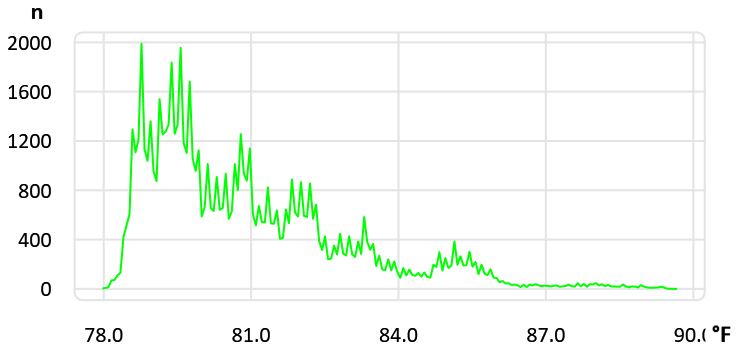
Measurements

Sp1	88.0 °F
Sp2	83.7 °F
Sp3	83.1 °F

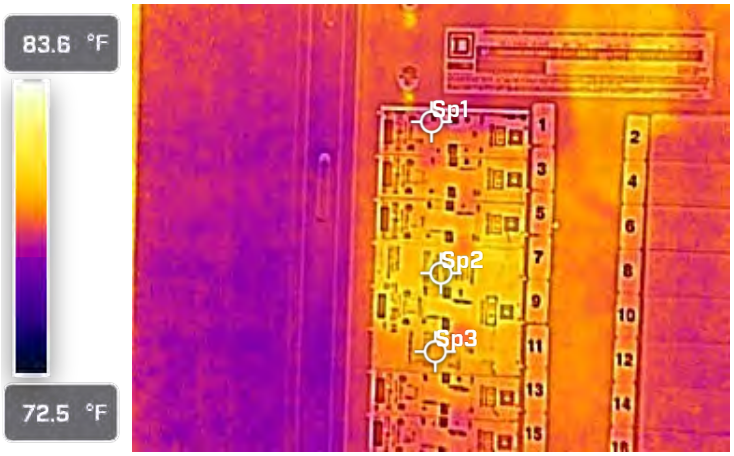
Distribution Panel LT 5 Top Right

Note

Note	



7/16/2024 2:28:11 PM



FLIR4846.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4846.jpg
File size	408 KB
Width	320
Height	240
Minimum temp.	76.5 °F
Maximum temp.	82.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

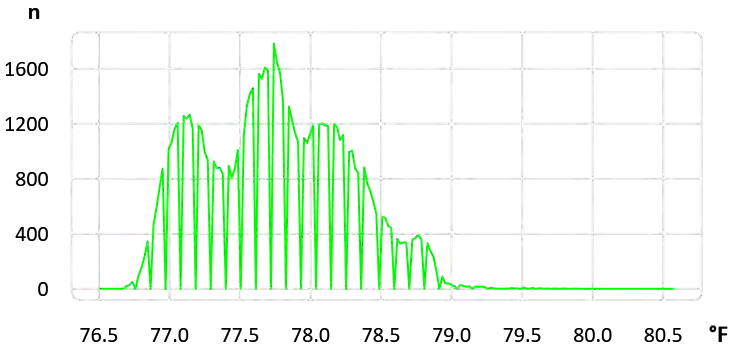
Measurements

Sp1	77.9 °F
Sp2	79.7 °F
Sp3	79.0 °F

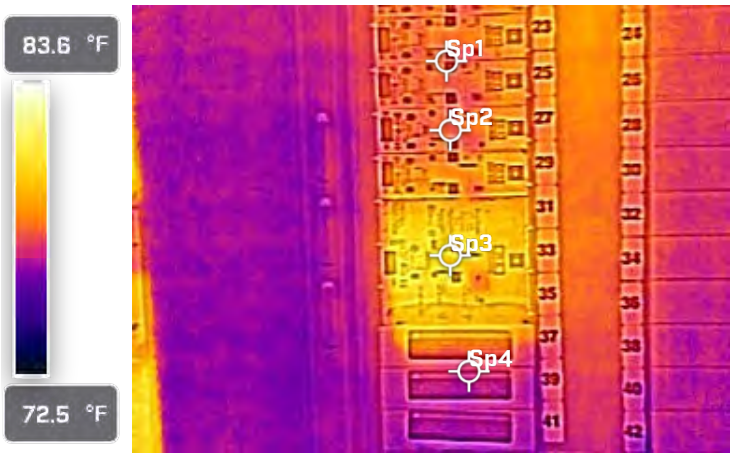
Distribution Panel # 2 Left Top

Note

Note	



7/16/2024 2:28:17 PM



FLIR4848.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4848.jpg
File size	409 KB
Width	320
Height	240
Minimum temp.	75.8 °F
Maximum temp.	80.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

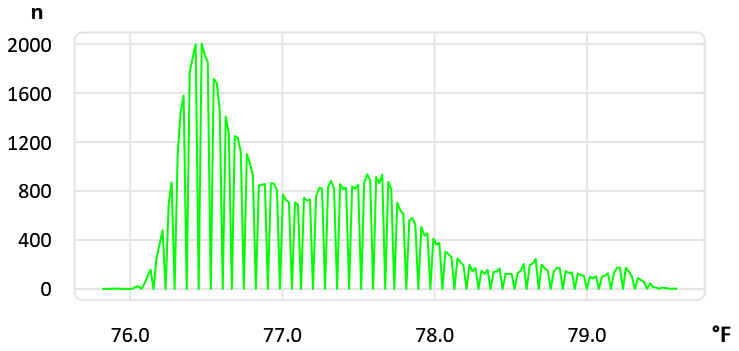
Measurements

Sp1	78.0 °F
Sp2	78.0 °F
Sp3	80.0 °F
Sp4	77.3 °F

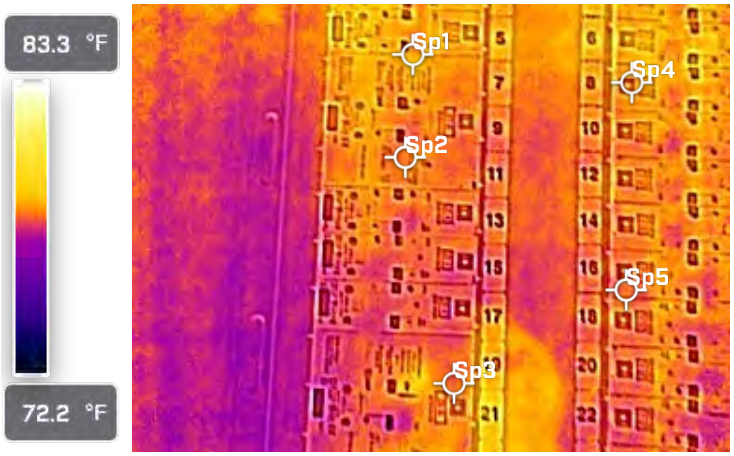
Distribution Panel # 2 Left Bottom

Note

Note	



7/16/2024 2:28:47 PM



FLIR4852.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4852.jpg
File size	440 KB
Width	320
Height	240
Minimum temp.	76.6 °F
Maximum temp.	79.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

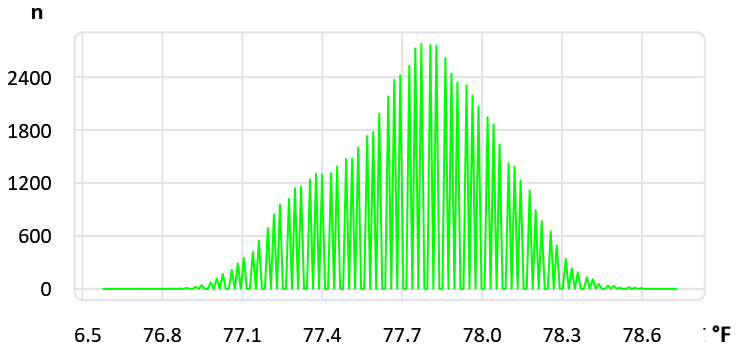
Measurements

Sp1	78.6 °F
Sp2	78.3 °F
Sp3	78.0 °F
Sp4	78.4 °F
Sp5	78.2 °F

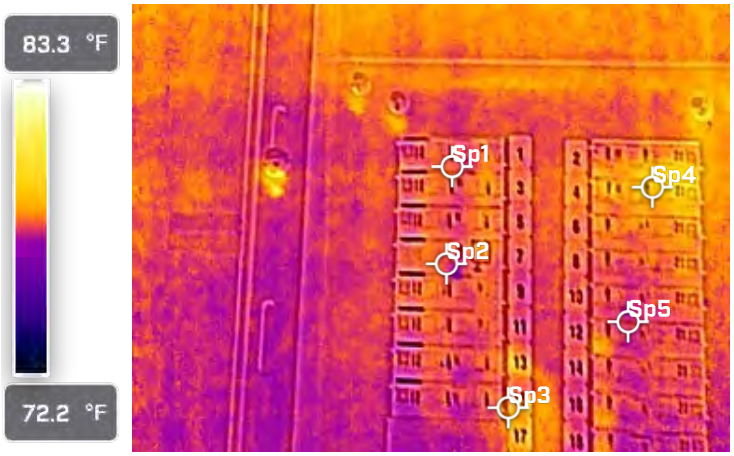
Distribution Panel # 2 Center

Note

Note	



7/16/2024 2:29:24 PM



FLIR4858.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4858.jpg
File size	412 KB
Width	320
Height	240
Minimum temp.	75.8 °F
Maximum temp.	81.8 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

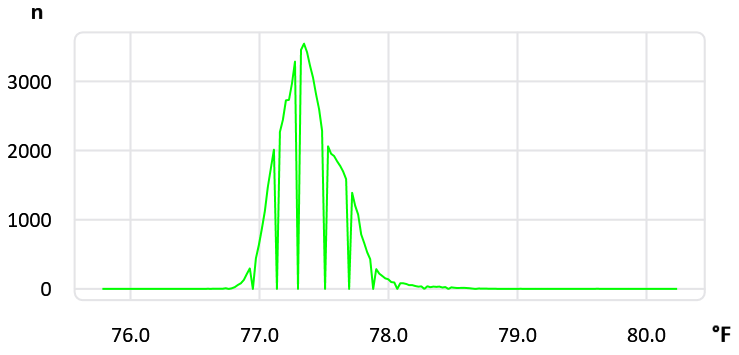
Measurements

Sp1	77.9 °F
Sp2	77.8 °F
Sp3	78.3 °F
Sp4	78.9 °F
Sp5	77.7 °F

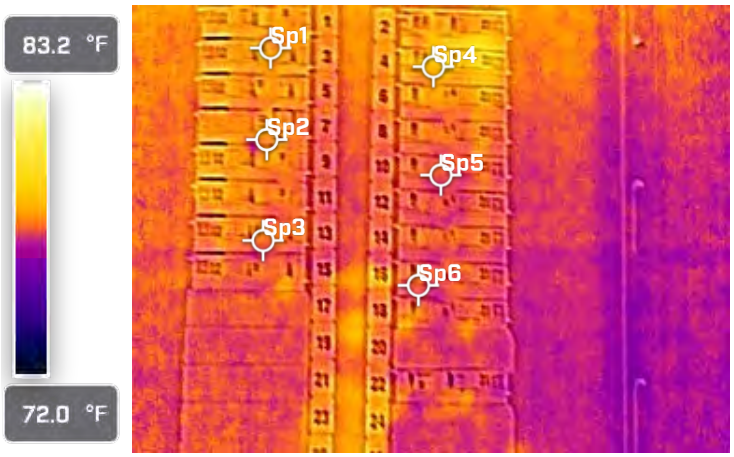
Distribution Panel # LE 5

Note

Note	



7/16/2024 2:29:28 PM



FLIR4860.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4860.jpg
File size	400 KB
Width	320
Height	240
Minimum temp.	76.2 °F
Maximum temp.	79.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

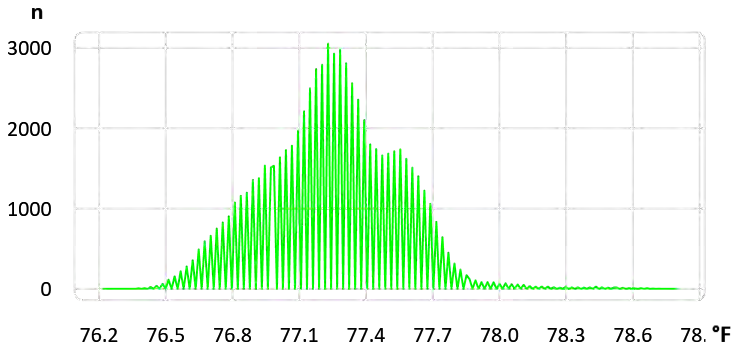
Measurements

Sp1	78.0 °F
Sp2	77.9 °F
Sp3	77.7 °F
Sp4	78.5 °F
Sp5	77.5 °F
Sp6	77.7 °F

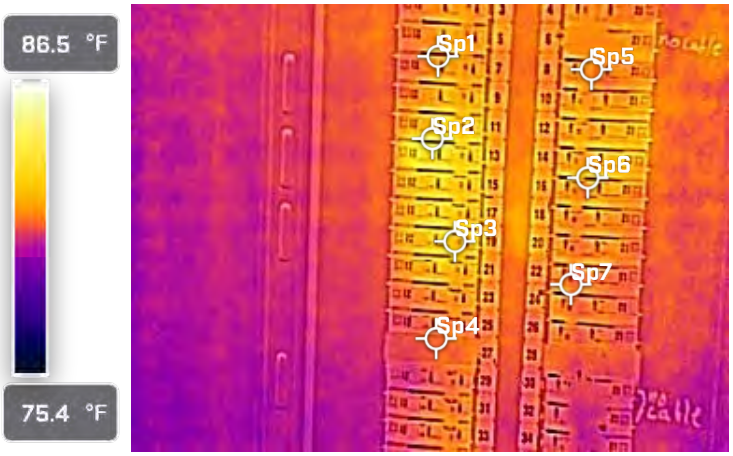
Distribution Panel # LE 5

Note

Note	



7/16/2024 2:41:48 PM



FLIR4869.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4869.jpg
File size	426 KB
Width	320
Height	240
Minimum temp.	79.1 °F
Maximum temp.	83.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

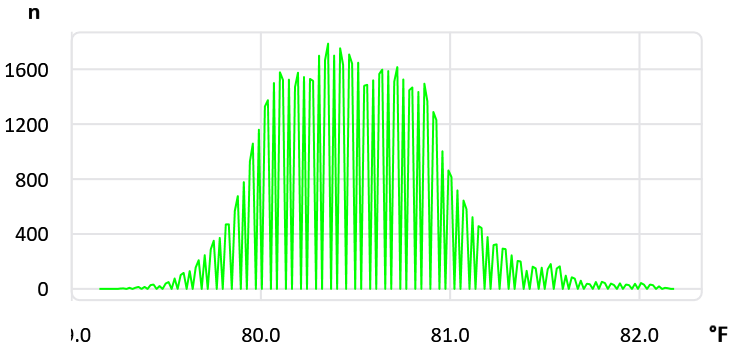
Measurements

Sp1	81.5 °F
Sp2	82.9 °F
Sp3	82.1 °F
Sp4	81.2 °F
Sp5	81.4 °F
Sp6	81.9 °F
Sp7	81.3 °F

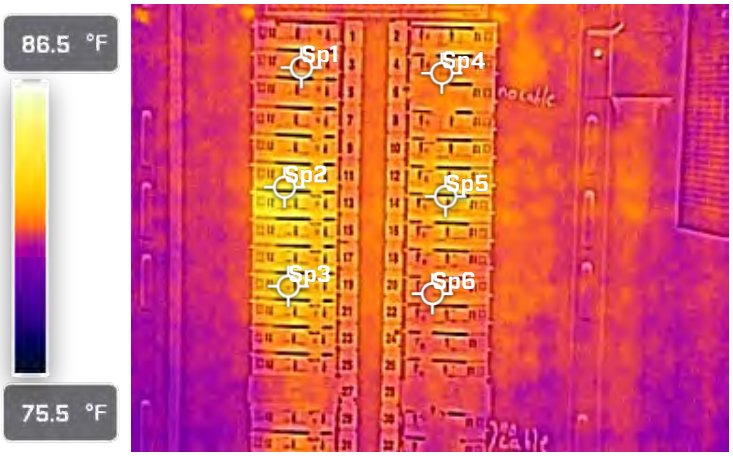
Distribution Panel # 3 Left Top

Note

Note	



7/16/2024 2:41:52 PM



FLIR4871.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4871.jpg
File size	429 KB
Width	320
Height	240
Minimum temp.	79.6 °F
Maximum temp.	83.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

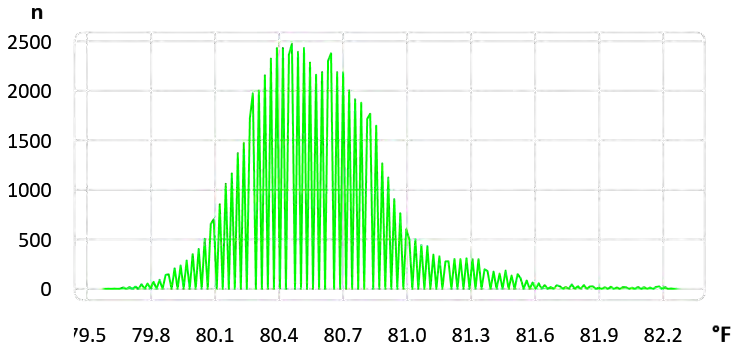
Measurements

Sp1	81.2 °F
Sp2	82.6 °F
Sp3	82.2 °F
Sp4	81.3 °F
Sp5	81.9 °F
Sp6	81.1 °F

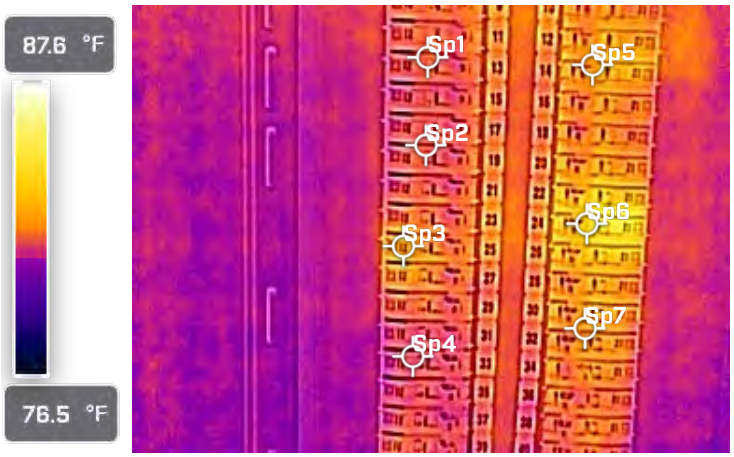
Distribution Panel # 3 Center

Note

Note	



7/16/2024 2:42:17 PM



FLIR4875.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4875.jpg
File size	429 KB
Width	320
Height	240
Minimum temp.	80.4 °F
Maximum temp.	84.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

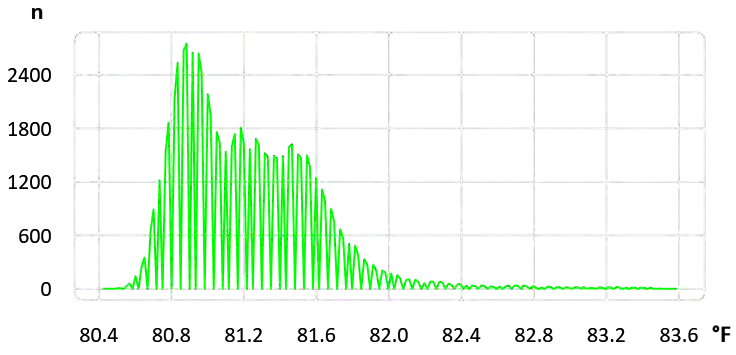
Measurements

Sp1	81.9 °F
Sp2	81.6 °F
Sp3	82.5 °F
Sp4	81.4 °F
Sp5	82.3 °F
Sp6	83.5 °F
Sp7	82.2 °F

Distribution Panel # 3 Bottom

Note

Note	



7/16/2024 2:42:47 PM

FLIR4881.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4881.jpg
File size	395 KB
Width	320
Height	240
Minimum temp.	80.5 °F
Maximum temp.	101.5 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

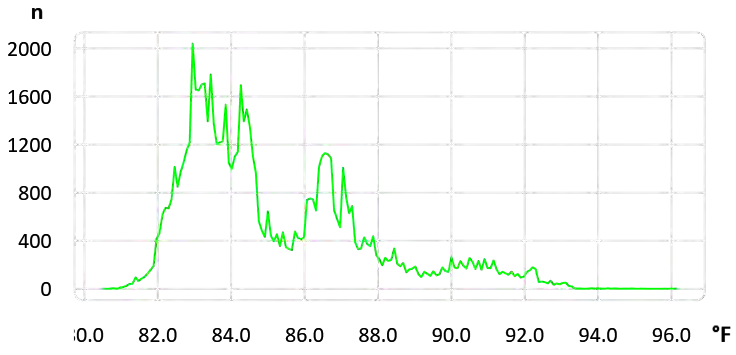
Measurements

Sp1	96.2 °F
Sp2	93.5 °F
Sp3	88.4 °F

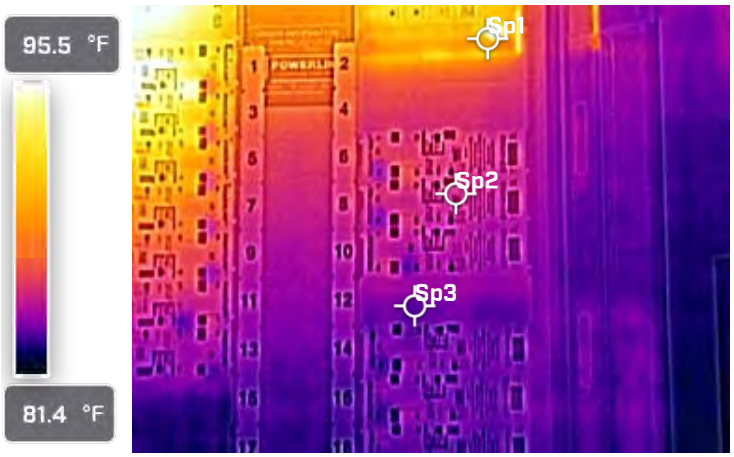
Distribution Panel LT 4 Top Left

Note

Note	



7/16/2024 2:42:55 PM



FLIR4883.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4883.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	81.8 °F
Maximum temp.	97.4 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

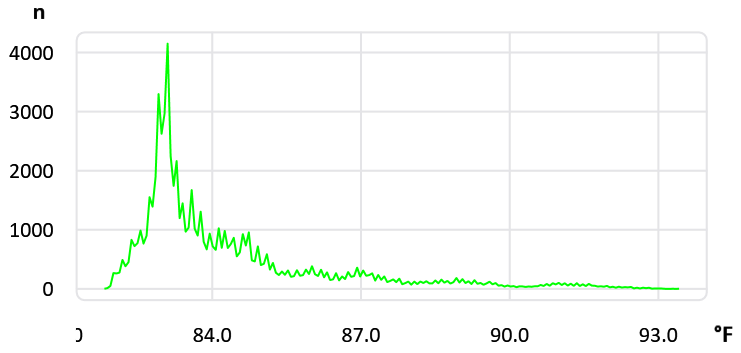
Measurements

Sp1	90.9 °F
Sp2	85.2 °F
Sp3	83.3 °F

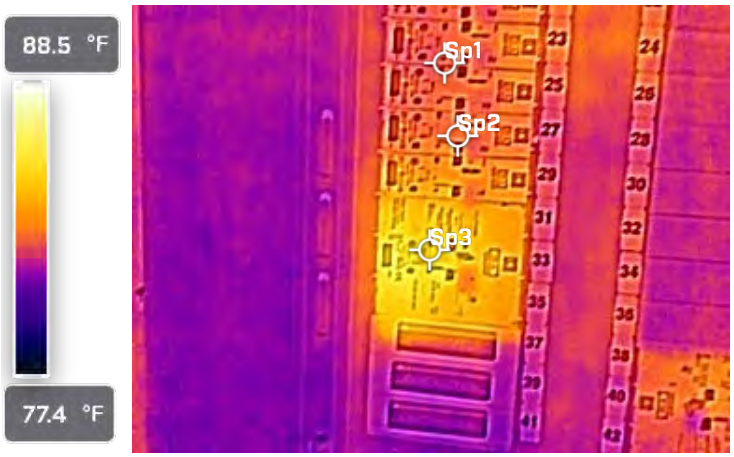
Distribution Panel LT 4 Top Right

Note

Note	



7/16/2024 2:43:16 PM



FLIR4886.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4886.jpg
File size	409 KB
Width	320
Height	240
Minimum temp.	80.6 °F
Maximum temp.	85.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

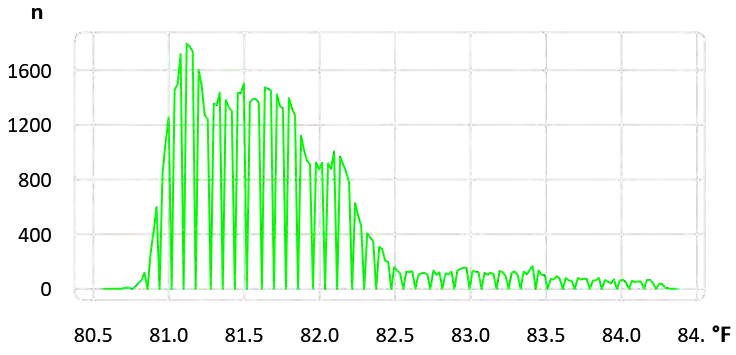
Measurements

Sp1	82.5 °F
Sp2	82.7 °F
Sp3	84.9 °F

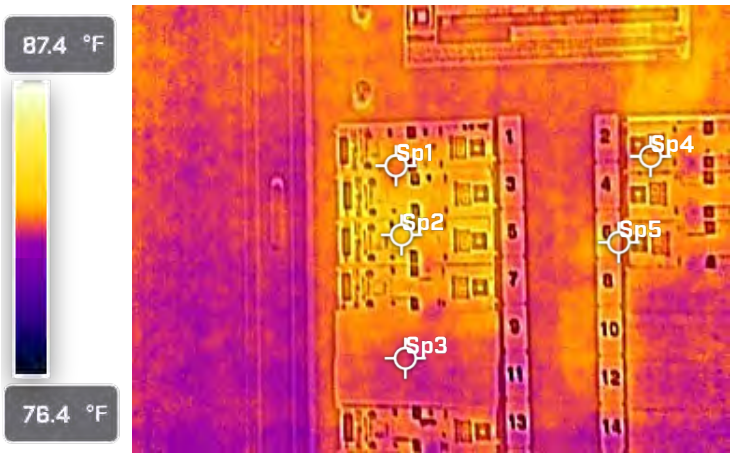
Distribution Panel LT 4 Bottom

Note

Note	



7/16/2024 2:43:20 PM



FLIR4888.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4888.jpg
File size	415 KB
Width	320
Height	240
Minimum temp.	81.0 °F
Maximum temp.	83.7 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

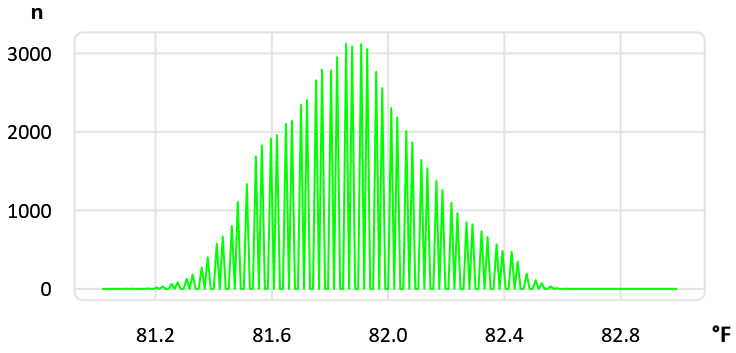
Measurements

Sp1	82.3 °F
Sp2	83.0 °F
Sp3	82.0 °F
Sp4	82.6 °F
Sp5	82.2 °F

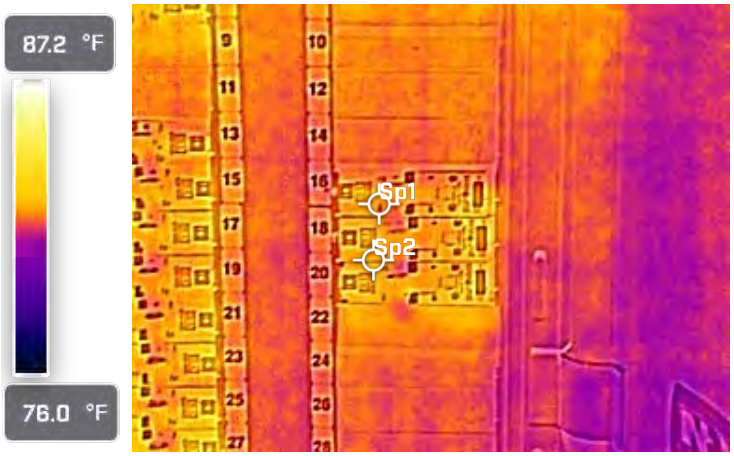
Distribution Panel # 4 Left Top

Note

Note	



7/16/2024 2:43:24 PM



FLIR4890.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4890.jpg
File size	428 KB
Width	320
Height	240
Minimum temp.	80.5 °F
Maximum temp.	83.0 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

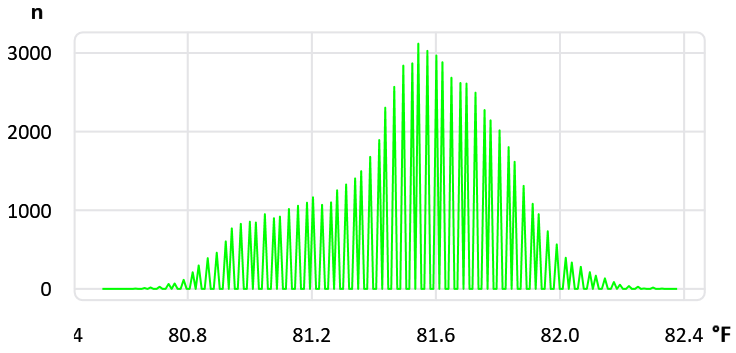
Measurements

Sp1	82.1 °F
Sp2	82.5 °F

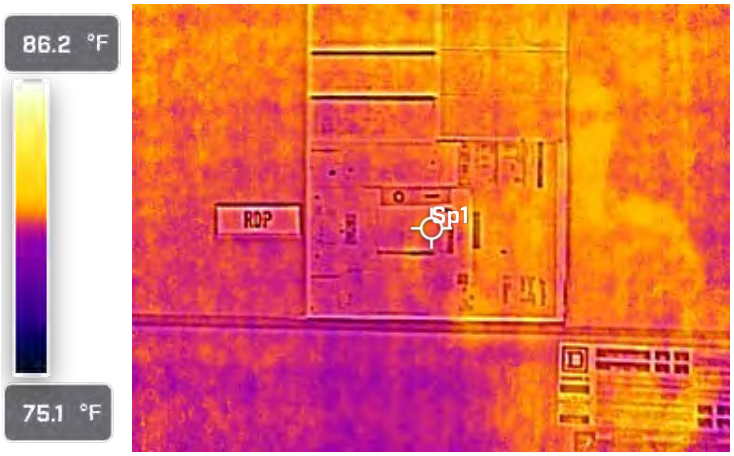
Distribution Panel # 4 Center

Note

Note	



7/16/2024 2:43:51 PM



FLIR4894.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4894.jpg
File size	394 KB
Width	320
Height	240
Minimum temp.	80.0 °F
Maximum temp.	81.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

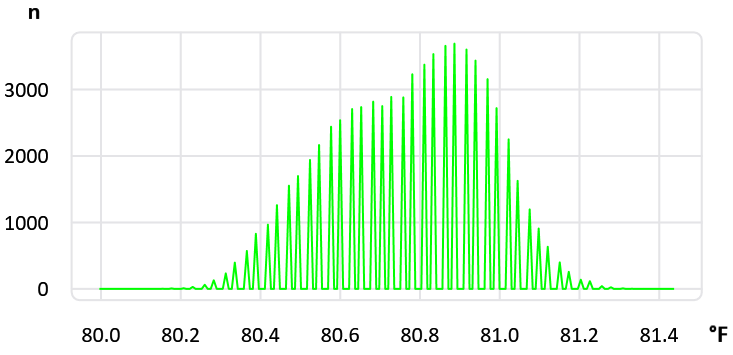
Measurements

Sp1	81.1 °F

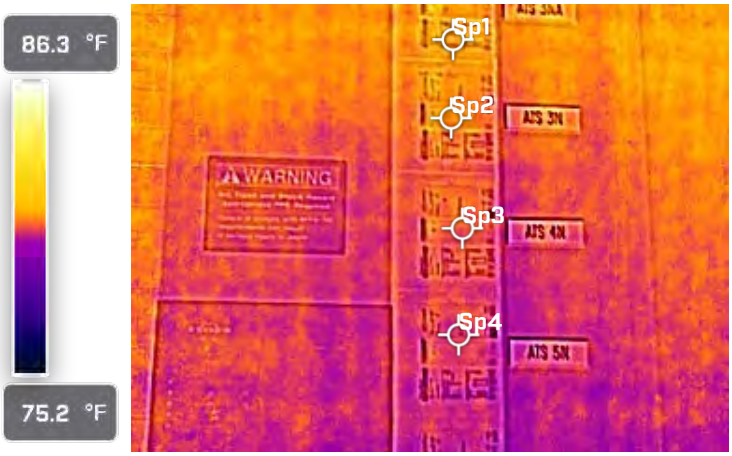
Disconnect RDP

Note

Note	



7/16/2024 2:43:58 PM



FLIR4896.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4896.jpg
File size	395 KB
Width	320
Height	240
Minimum temp.	80.0 °F
Maximum temp.	81.9 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

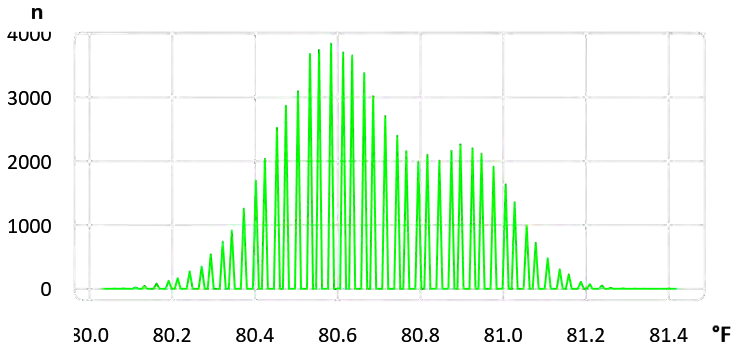
Measurements

Sp1	81.3 °F
Sp2	81.2 °F
Sp3	80.8 °F
Sp4	80.8 °F

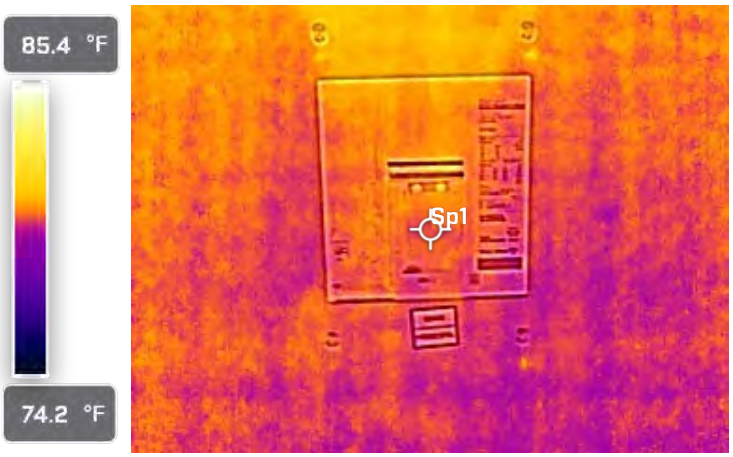
Disconnects ATS

Note

Note	



7/16/2024 2:44:02 PM



FLIR4898.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	76.0 °F
Atmospheric temp.	77.0 °F
Relative humidity	52.0%

File information

File name	FLIR4898.jpg
File size	376 KB
Width	320
Height	240
Minimum temp.	79.3 °F
Maximum temp.	82.2 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

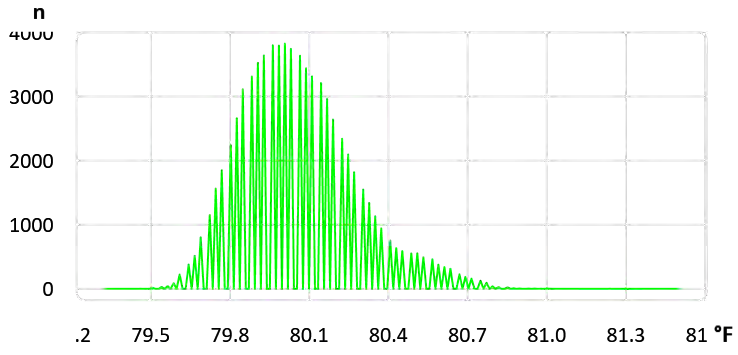
Measurements

Sp1	80.2 °F

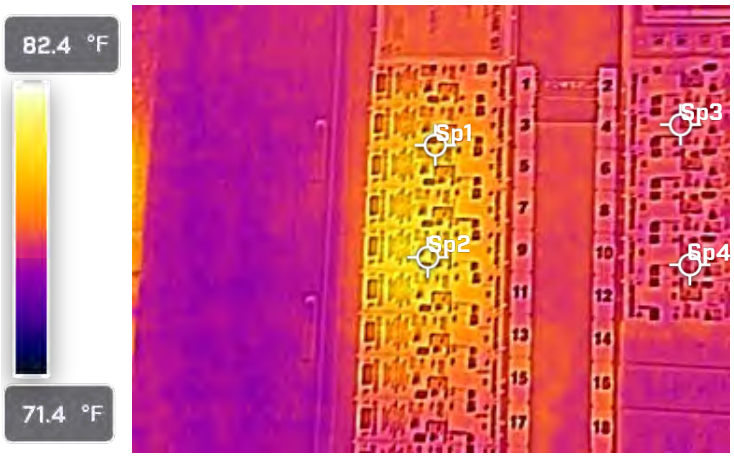
Main Disconnect ATS

Note

Note	



7/16/2024 2:48:20 PM



FLIR4909.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:48:20 PM
File name	FLIR4909.jpg
File size	162 KB
Width	320
Height	240
Minimum temp.	75.0 °F
Maximum temp.	79.7 °F

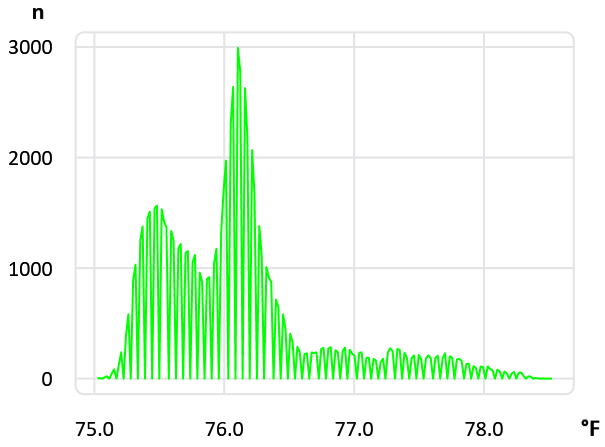
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

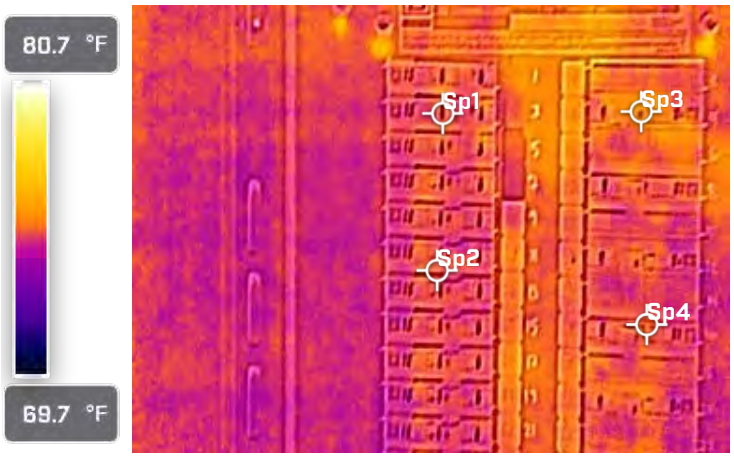
Measurements

Sp1	78.2 °F
Sp2	79.2 °F
Sp3	76.4 °F
Sp4	76.4 °F

Distribution Panel FED VIA H3N



7/16/2024 2:48:44 PM



FLIR4914.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:48:44 PM
File name	FLIR4914.jpg
File size	146 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	77.5 °F

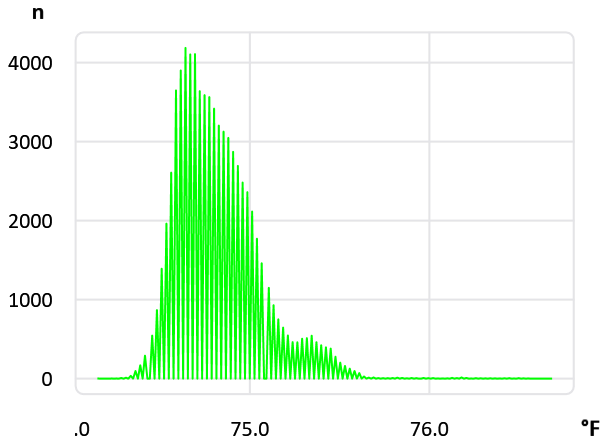
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

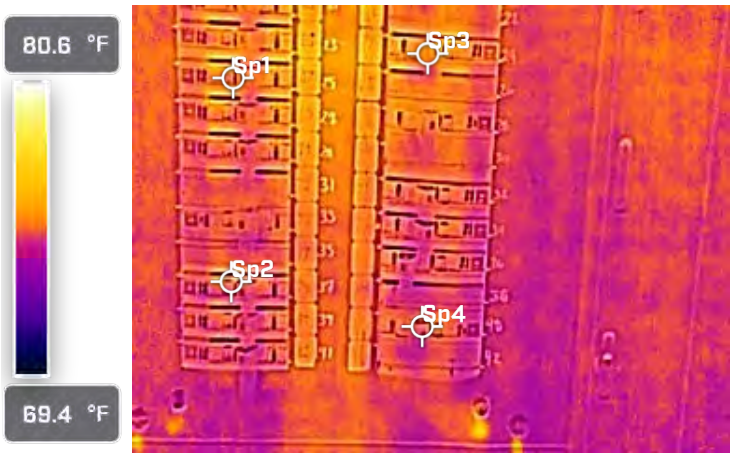
Measurements

Sp1	75.1 °F
Sp2	75.2 °F
Sp3	75.7 °F
Sp4	75.3 °F

Distribution Panel #1 Top



7/16/2024 2:48:49 PM



FLIR4916.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:48:49 PM
File name	FLIR4916.jpg
File size	152 KB
Width	320
Height	240
Minimum temp.	73.7 °F
Maximum temp.	78.3 °F

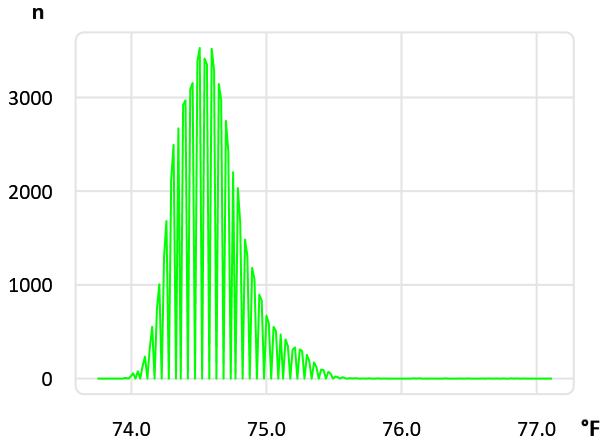
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

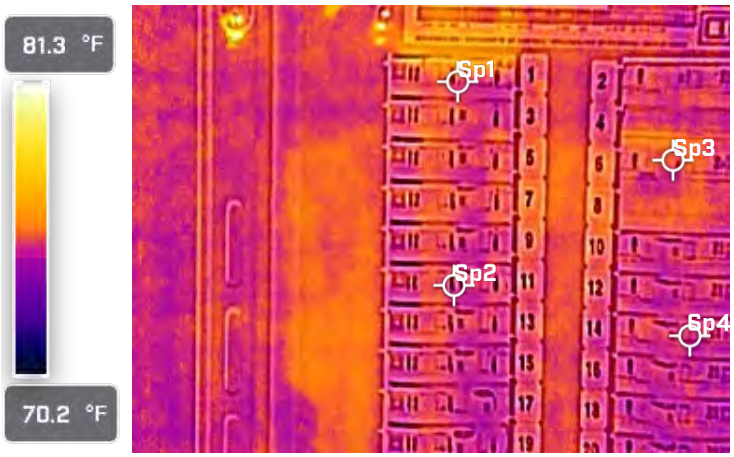
Measurements

Sp1	75.0 °F
Sp2	75.1 °F
Sp3	75.5 °F
Sp4	74.8 °F

Distribution Panel #1 Bottom



7/16/2024 2:49:12 PM



FLIR4919.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:49:12 PM
File name	FLIR4919.jpg
File size	158 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	82.2 °F

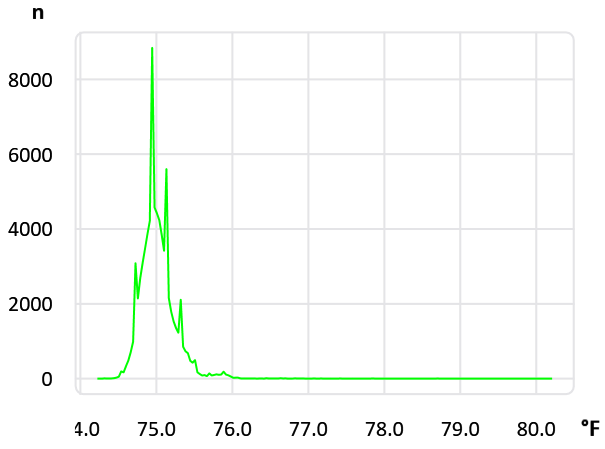
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	75.3 °F
Sp2	75.1 °F
Sp3	75.4 °F
Sp4	75.1 °F

Distribution Panel #2 Top



7/16/2024 2:49:20 PM

FLIR4921.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:49:20 PM
File name	FLIR4921.jpg
File size	163 KB
Width	320
Height	240
Minimum temp.	74.0 °F
Maximum temp.	76.8 °F

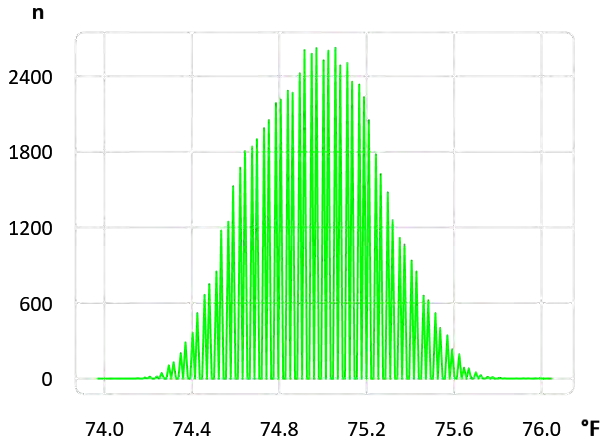
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

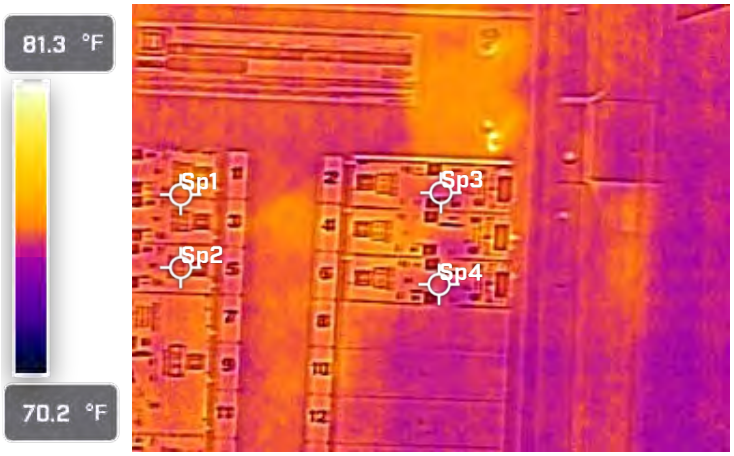
Measurements

Sp1	76.0 °F
Sp2	75.1 °F
Sp3	75.5 °F
Sp4	75.3 °F

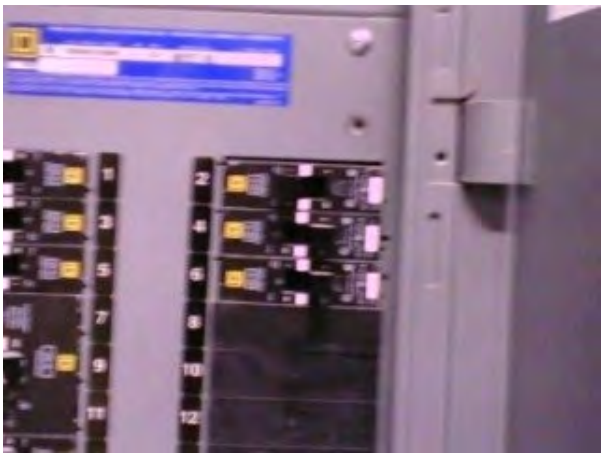
Distribution Panel #2 Bottom



7/16/2024 2:49:51 PM



FLIR4925.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:49:51 PM
File name	FLIR4925.jpg
File size	145 KB
Width	320
Height	240
Minimum temp.	74.2 °F
Maximum temp.	81.8 °F

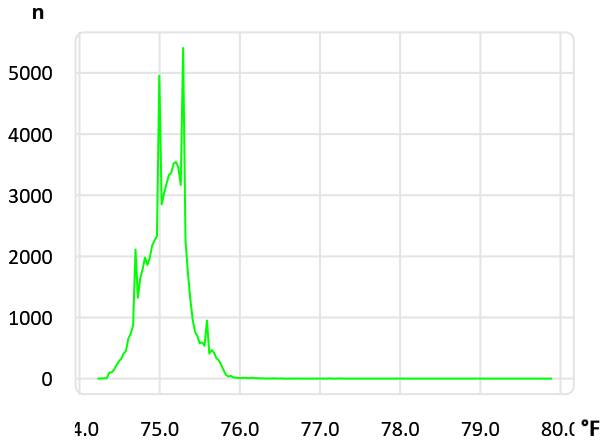
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

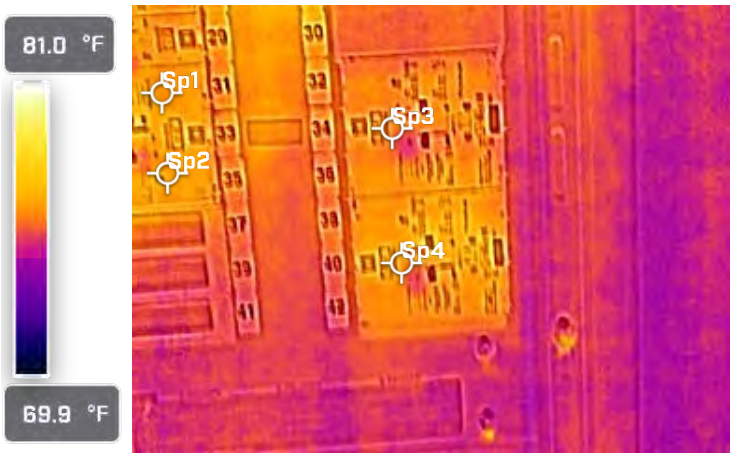
Measurements

Sp1	75.6 °F
Sp2	75.5 °F
Sp3	75.2 °F
Sp4	75.3 °F

Distribution Panel #3 Top



7/16/2024 2:50:01 PM



FLIR4927.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	75.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:50:01 PM
File name	FLIR4927.jpg
File size	150 KB
Width	320
Height	240
Minimum temp.	74.1 °F
Maximum temp.	77.7 °F

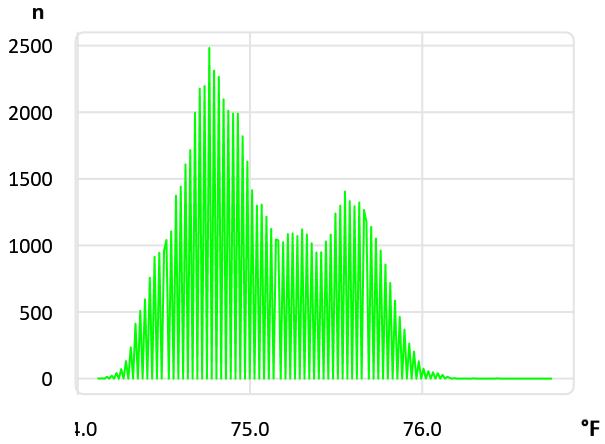
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

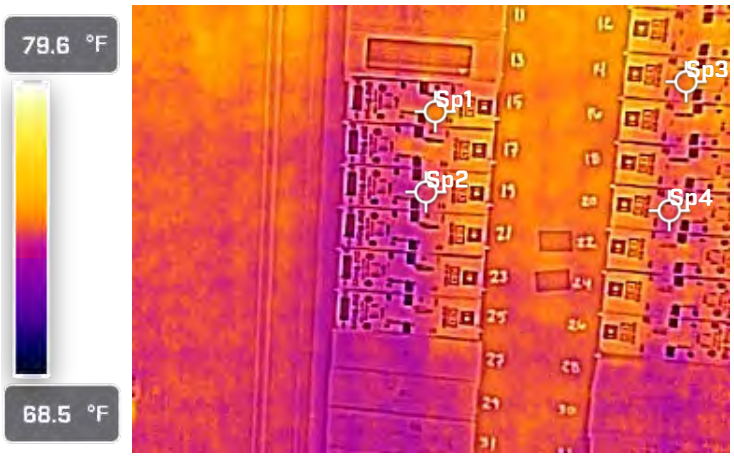
Measurements

Sp1	76.3 °F
Sp2	76.4 °F
Sp3	75.9 °F
Sp4	76.2 °F

Distribution Panel #3 Bottom



7/16/2024 2:50:34 PM



FLIR4931.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	74.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:50:34 PM
File name	FLIR4931.jpg
File size	161 KB
Width	320
Height	240
Minimum temp.	73.1 °F
Maximum temp.	76.4 °F

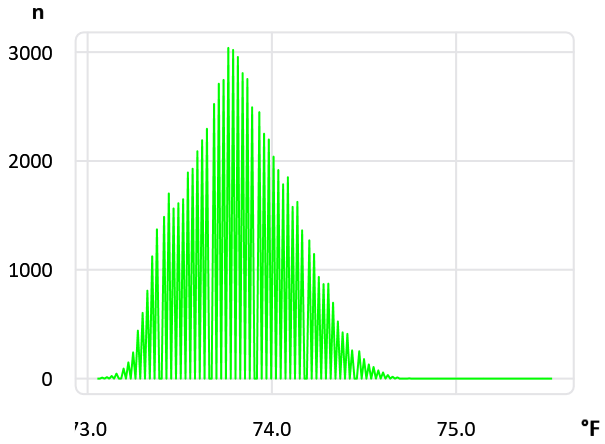
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

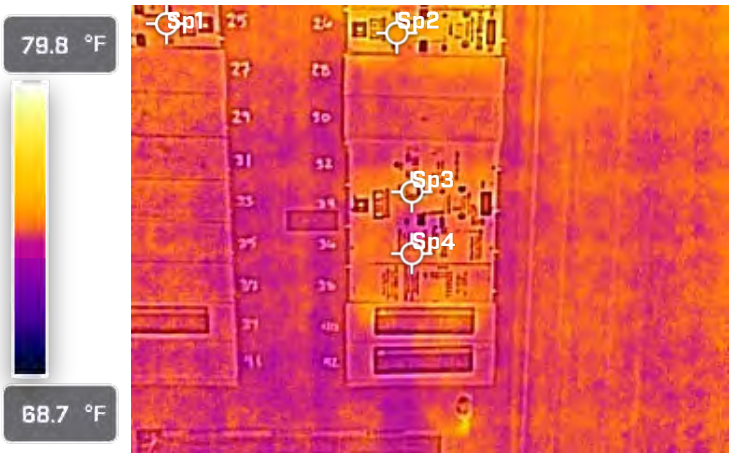
Measurements

Sp1	74.7 °F
Sp2	73.8 °F
Sp3	74.4 °F
Sp4	74.0 °F

Distribution Panel H3NA FED VIA ATS 3NA Top



7/16/2024 2:50:42 PM



FLIR4935.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	75.0 °F
Atmospheric temp.	74.0 °F
Relative humidity	51.0%

File information

Created	7/16/2024 2:50:42 PM
File name	FLIR4935.jpg
File size	146 KB
Width	320
Height	240
Minimum temp.	73.2 °F
Maximum temp.	77.8 °F

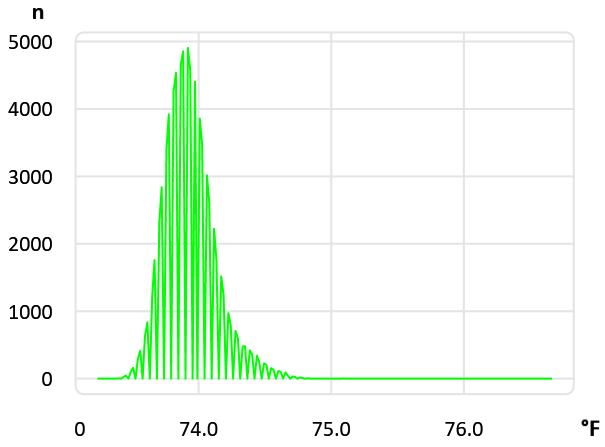
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	74.3 °F
Sp2	75.0 °F
Sp3	74.3 °F
Sp4	74.3 °F

Distribution Panel H3NA FED VIA ATS 3NA Bottom



7/16/2024 2:53:59 PM

FLIR4952.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:53:59 PM
File name	FLIR4952.jpg
File size	175 KB
Width	320
Height	240
Minimum temp.	65.3 °F
Maximum temp.	83.7 °F

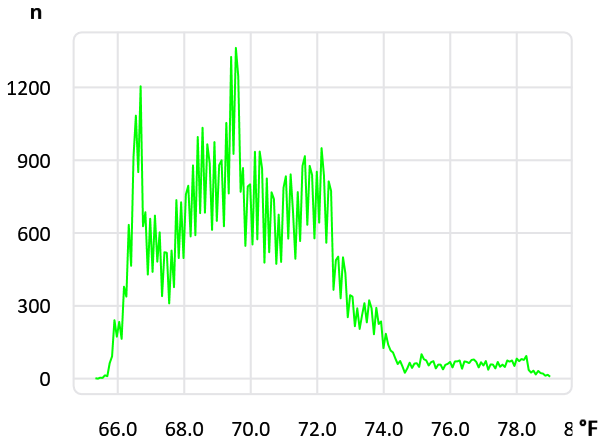
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	78.2 °F
Sp2	74.5 °F
Sp3	76.8 °F
Sp4	74.4 °F

Distribution Panel LT2 Top



7/16/2024 2:54:53 PM

FLIR4957.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:54:53 PM
File name	FLIR4957.jpg
File size	158 KB
Width	320
Height	240
Minimum temp.	65.7 °F
Maximum temp.	73.8 °F

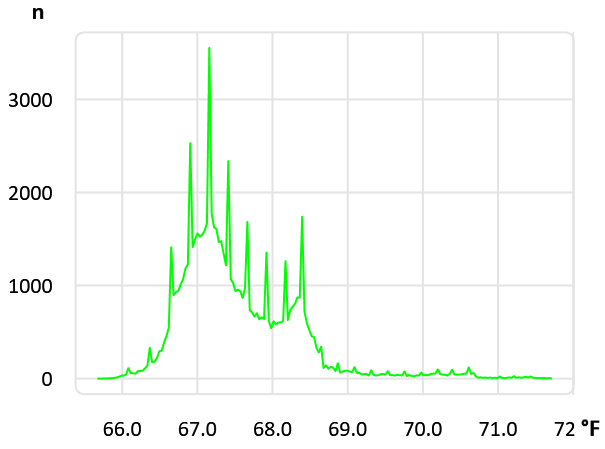
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

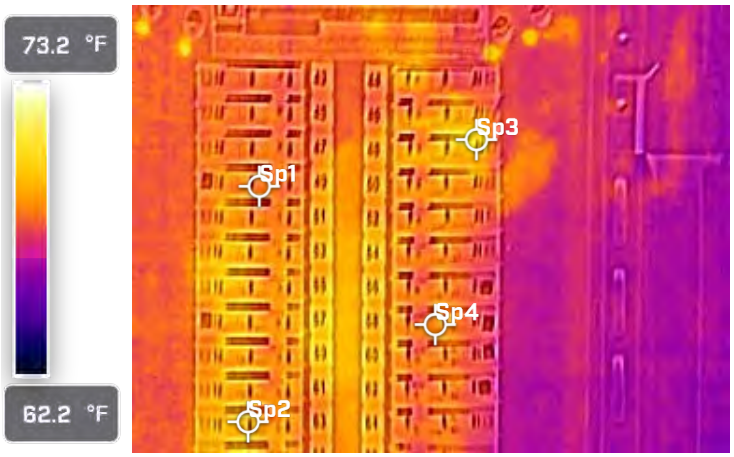
Measurements

Sp1	69.3 °F
Sp2	73.3 °F
Sp3	72.3 °F
Sp4	68.9 °F
Sp5	68.3 °F

Distribution Panel LT2 Bottom



7/16/2024 2:54:58 PM



FLIR4959.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:54:58 PM
File name	FLIR4959.jpg
File size	154 KB
Width	320
Height	240
Minimum temp.	65.5 °F
Maximum temp.	71.6 °F

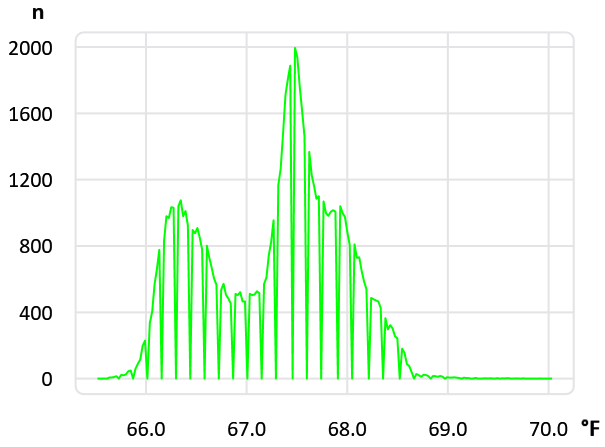
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

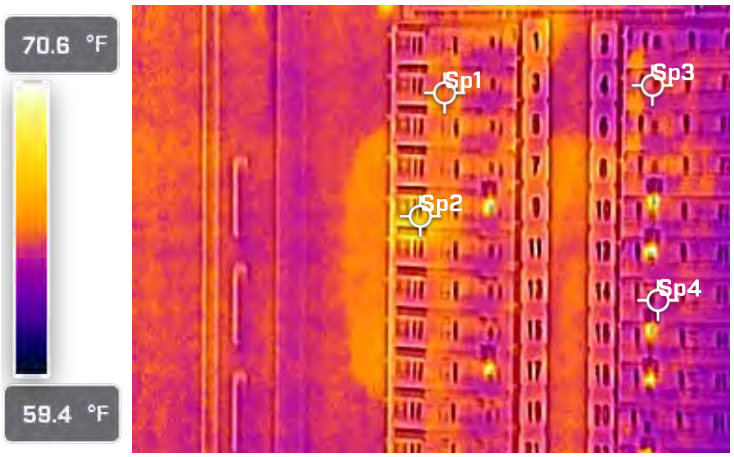
Measurements

Sp1	68.2 °F
Sp2	69.2 °F
Sp3	70.1 °F
Sp4	68.6 °F

Distribution Panel # 4



7/16/2024 2:55:23 PM



FLIR4963.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:55:23 PM
File name	FLIR4963.jpg
File size	156 KB
Width	320
Height	240
Minimum temp.	62.5 °F
Maximum temp.	73.2 °F

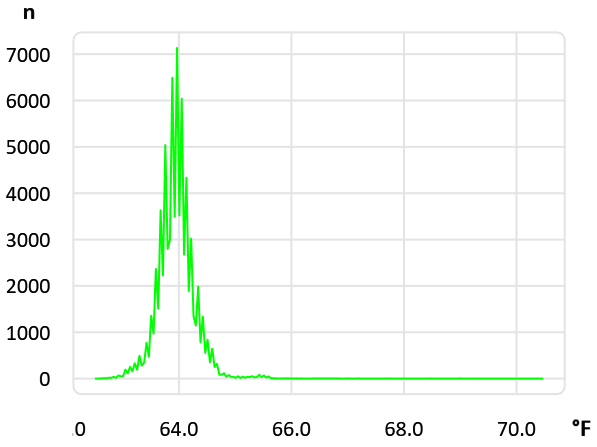
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

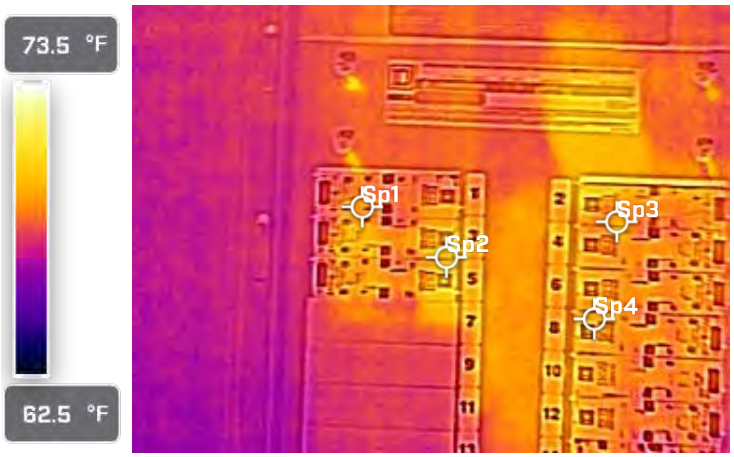
Measurements

Sp1	65.0 °F
Sp2	66.5 °F
Sp3	64.6 °F
Sp4	64.0 °F

Distribution Panel # 5



7/16/2024 2:56:00 PM



FLIR4969.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:56:00 PM
File name	FLIR4969.jpg
File size	155 KB
Width	320
Height	240
Minimum temp.	65.9 °F
Maximum temp.	71.2 °F

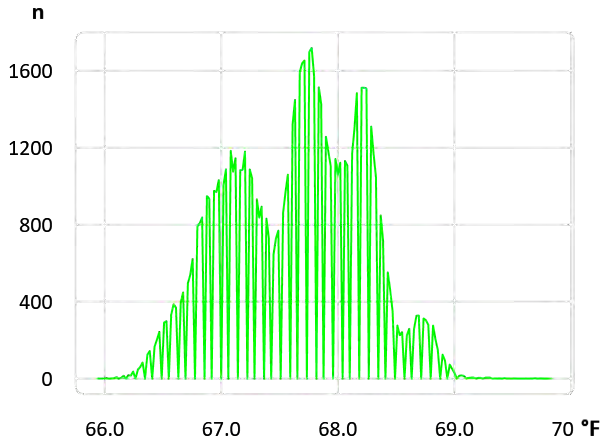
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

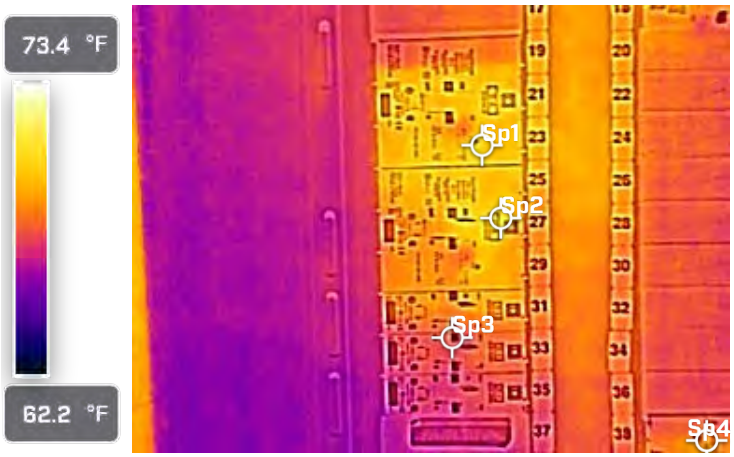
Measurements

Sp1	69.0 °F
Sp2	69.7 °F
Sp3	69.6 °F
Sp4	69.0 °F

Distribution Panel H2 Top



7/16/2024 2:56:07 PM



FLIR4971.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:56:07 PM
File name	FLIR4971.jpg
File size	156 KB
Width	320
Height	240
Minimum temp.	65.1 °F
Maximum temp.	70.7 °F

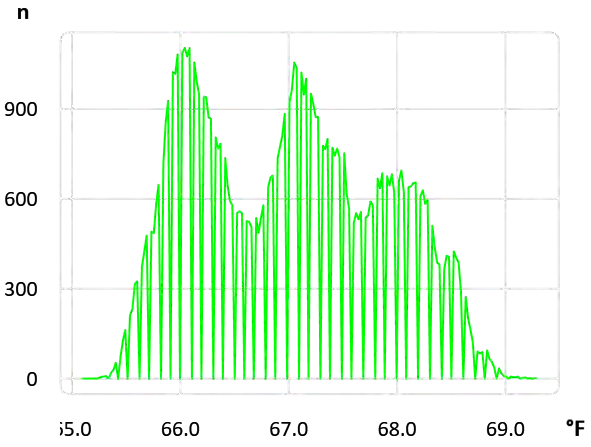
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

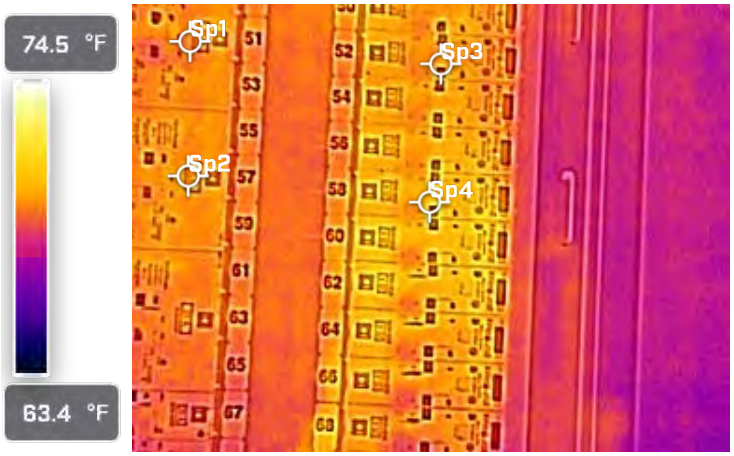
Measurements

Sp1	70.2 °F
Sp2	70.3 °F
Sp3	67.7 °F
Sp4	68.7 °F

Distribution Panel H2 Bottom



7/16/2024 2:56:42 PM



FLIR4979.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:56:42 PM
File name	FLIR4979.jpg
File size	174 KB
Width	320
Height	240
Minimum temp.	66.9 °F
Maximum temp.	71.0 °F

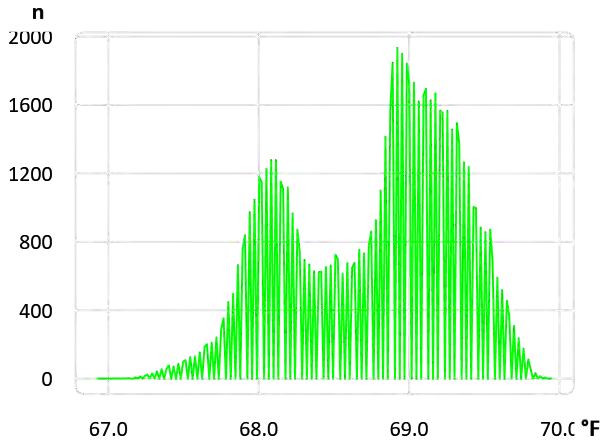
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

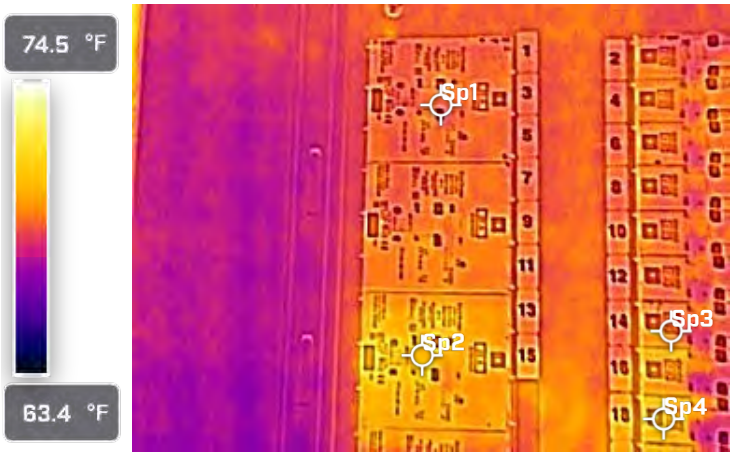
Measurements

Sp1	69.7 °F
Sp2	70.0 °F
Sp3	70.1 °F
Sp4	70.6 °F

Distribution Panel HEG Section 1



7/16/2024 2:57:10 PM



FLIR4983.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:57:10 PM
File name	FLIR4983.jpg
File size	161 KB
Width	320
Height	240
Minimum temp.	66.9 °F
Maximum temp.	72.9 °F

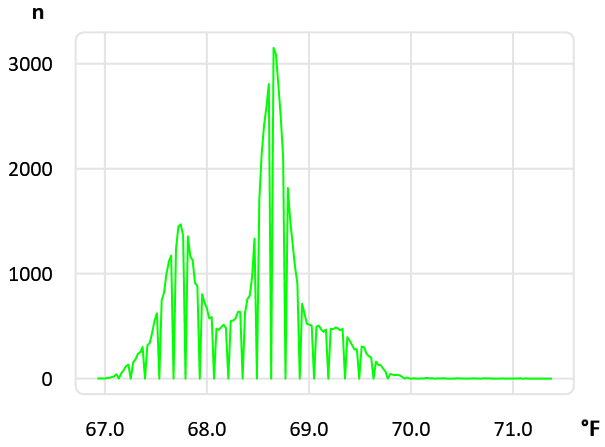
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

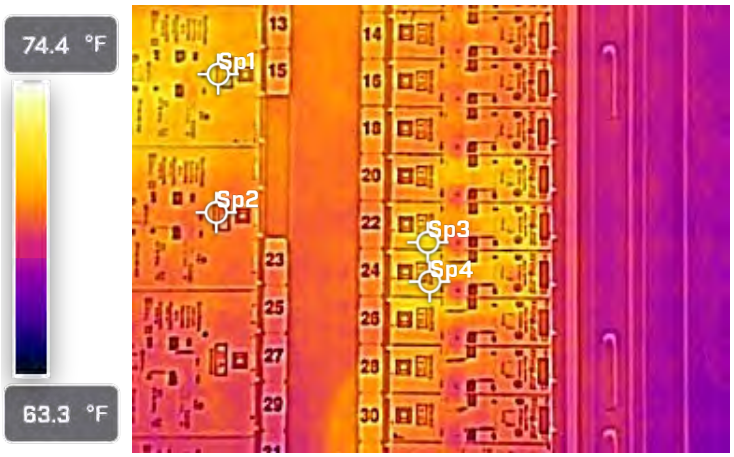
Measurements

Sp1	69.0 °F
Sp2	70.8 °F
Sp3	69.5 °F
Sp4	70.5 °F

Distribution Panel HEG Section 2 Top



7/16/2024 2:57:15 PM



FLIR4985.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:57:15 PM
File name	FLIR4985.jpg
File size	183 KB
Width	320
Height	240
Minimum temp.	66.4 °F
Maximum temp.	71.8 °F

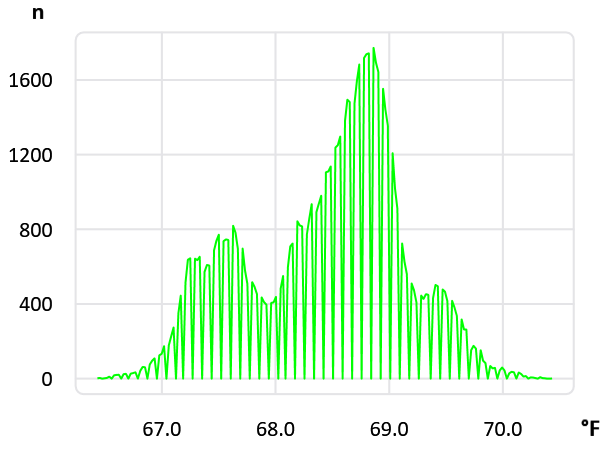
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

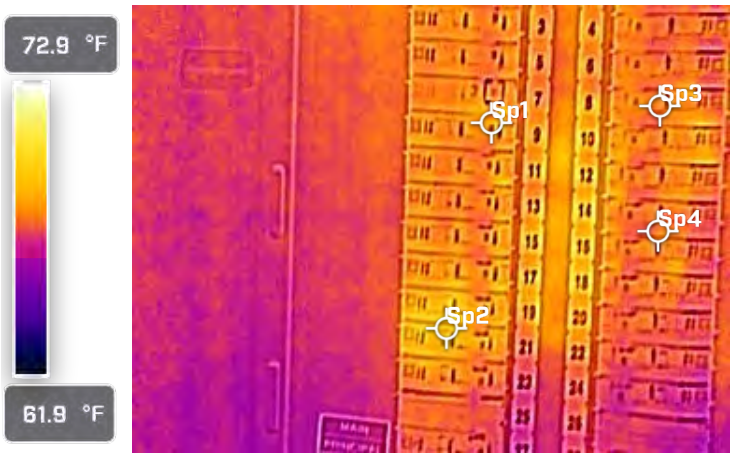
Measurements

Sp1	70.8 °F
Sp2	69.5 °F
Sp3	71.1 °F
Sp4	70.3 °F

Distribution Panel HEG Section 2 Bottom



7/16/2024 2:57:51 PM



FLIR4989.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	68.0 °F
Atmospheric temp.	68.0 °F
Relative humidity	50.0%

File information

Created	7/16/2024 2:57:51 PM
File name	FLIR4989.jpg
File size	159 KB
Width	320
Height	240
Minimum temp.	66.0 °F
Maximum temp.	69.6 °F

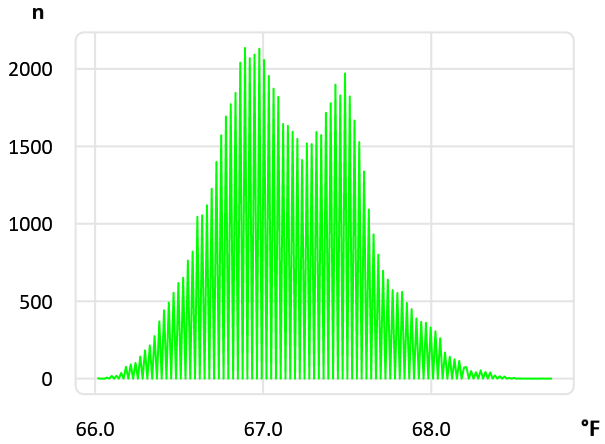
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

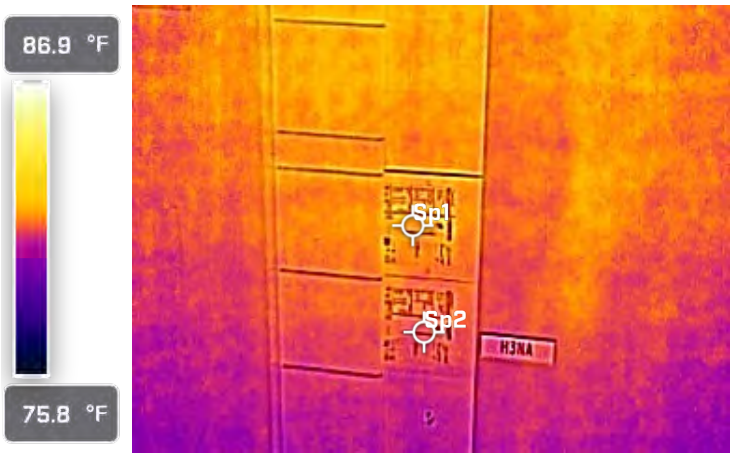
Measurements

Sp1	69.6 °F
Sp2	69.2 °F
Sp3	68.1 °F
Sp4	68.2 °F

Distribution Panel LEG



7/16/2024 3:03:54 PM



FLIR5002.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:03:54 PM
File name	FLIR5002.jpg
File size	129 KB
Width	320
Height	240
Minimum temp.	79.8 °F
Maximum temp.	82.7 °F

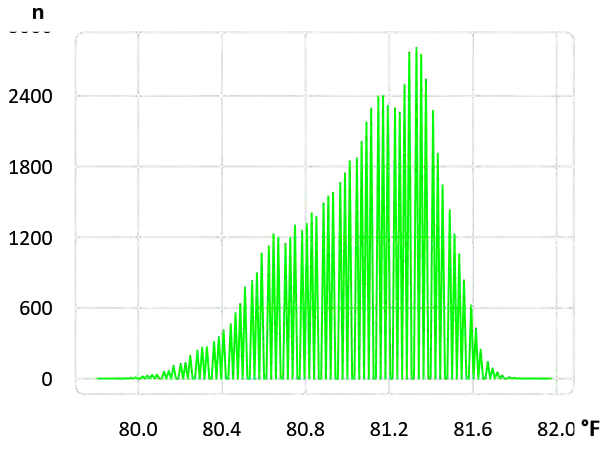
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

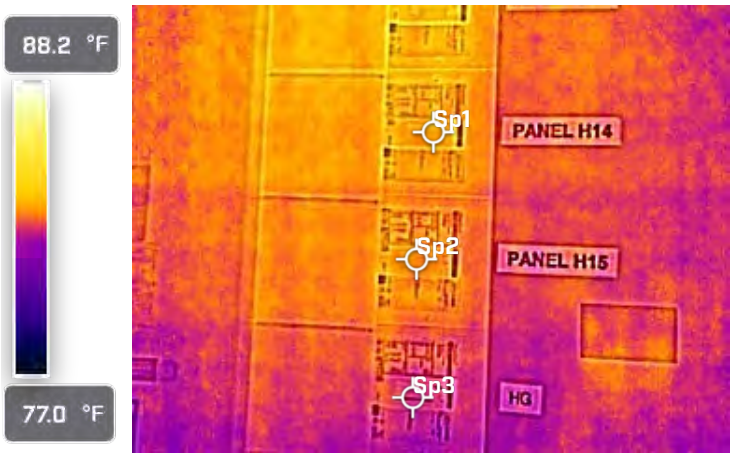
Measurements

Sp1	81.8 °F
Sp2	81.2 °F

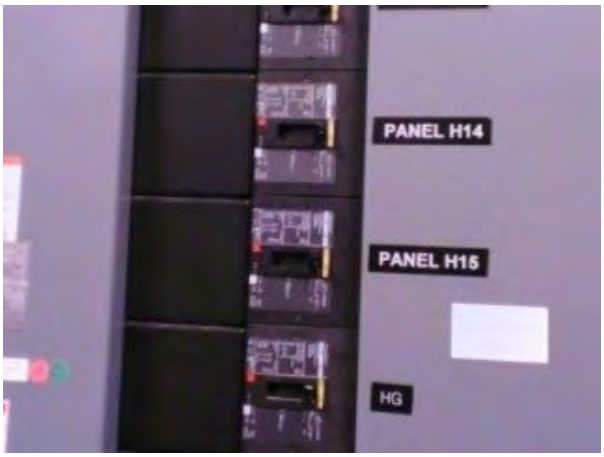
Main Breakers Panel H3NA



7/16/2024 3:04:00 PM



FLIR5004.jpg



13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	80.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:04:00 PM
File name	FLIR5004.jpg
File size	137 KB
Width	320
Height	240
Minimum temp.	81.5 °F
Maximum temp.	84.2 °F

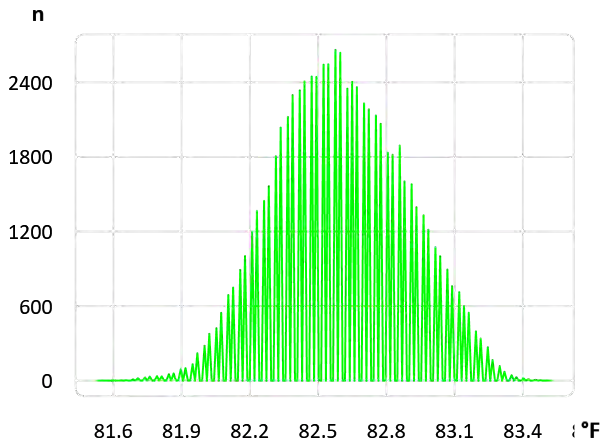
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

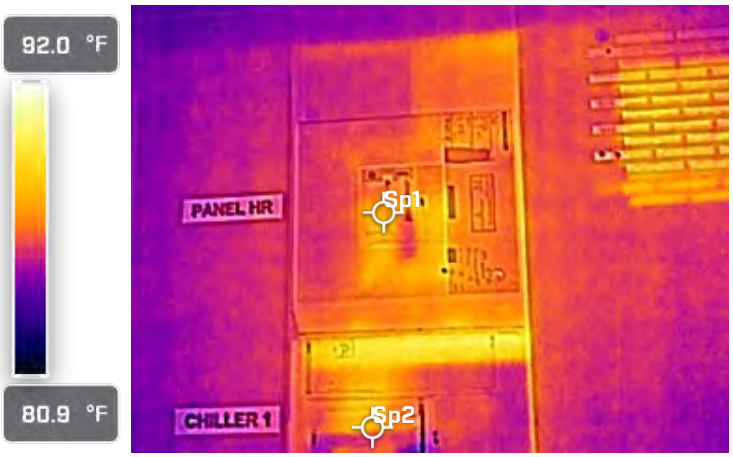
Measurements

Sp1	83.4 °F
Sp2	83.2 °F
Sp3	82.5 °F

Main Breakers Panel H #1



7/16/2024 3:04:26 PM



FLIR5007.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	84.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:04:26 PM
File name	FLIR5007.jpg
File size	143 KB
Width	320
Height	240
Minimum temp.	83.3 °F
Maximum temp.	90.2 °F

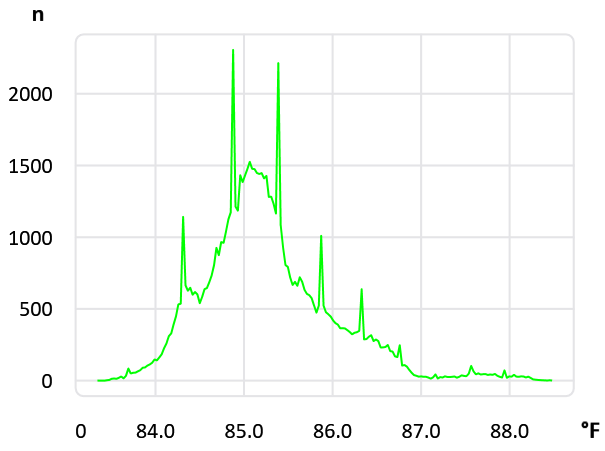
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	87.3 °F
Sp2	87.7 °F

Main Breakers Panel H #2



7/16/2024 3:04:38 PM

FLIR5011.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	84.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:04:38 PM
File name	FLIR5011.jpg
File size	140 KB
Width	320
Height	240
Minimum temp.	84.3 °F
Maximum temp.	91.9 °F

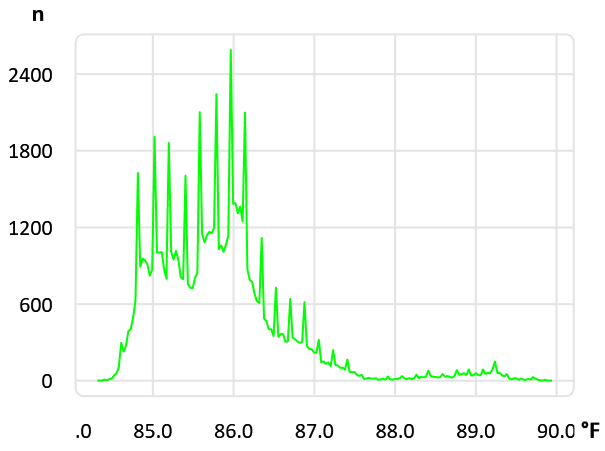
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

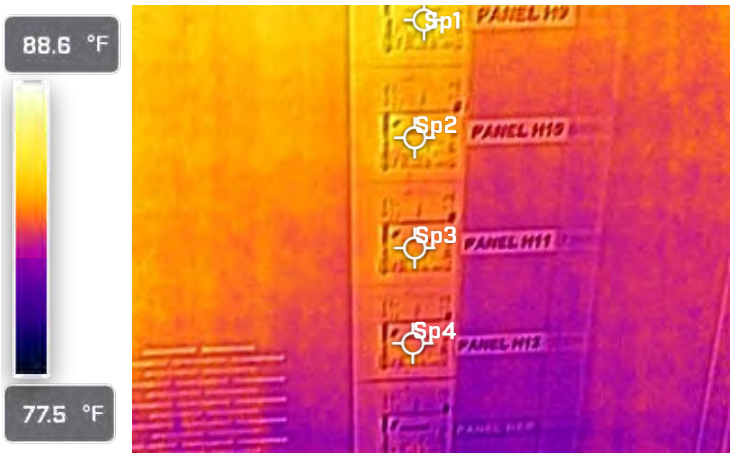
Measurements

Sp1	88.2 °F
Sp2	85.4 °F

Main Breakers Panel H #3



7/16/2024 3:04:47 PM



FLIR5013.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	84.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:04:47 PM
File name	FLIR5013.jpg
File size	132 KB
Width	320
Height	240
Minimum temp.	81.4 °F
Maximum temp.	85.4 °F

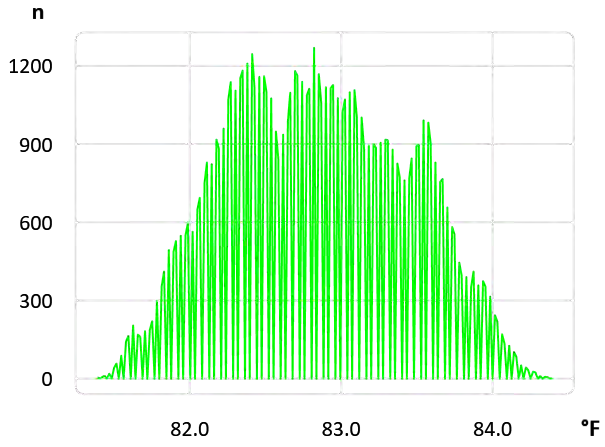
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

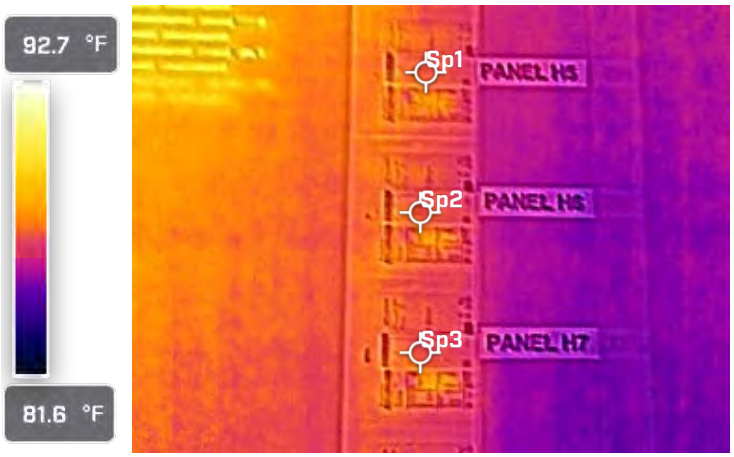
Measurements

Sp1	85.1 °F
Sp2	84.2 °F
Sp3	83.7 °F
Sp4	83.3 °F

Main Breakers Panel H #4



7/16/2024 3:04:52 PM



FLIR5015.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	84.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:04:52 PM
File name	FLIR5015.jpg
File size	129 KB
Width	320
Height	240
Minimum temp.	84.5 °F
Maximum temp.	90.2 °F

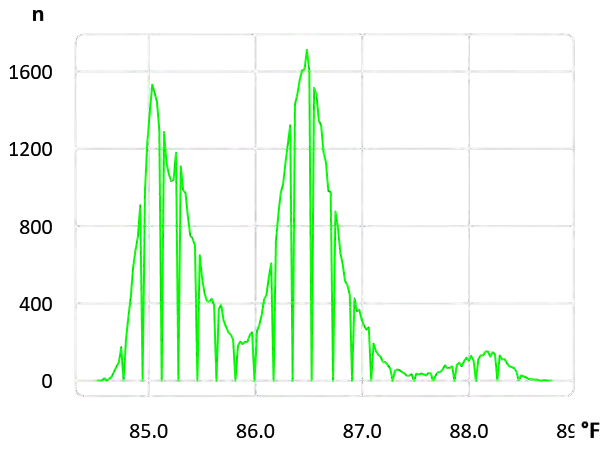
Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	87.0 °F
Sp2	86.9 °F
Sp3	86.9 °F

Main Breakers Panel H #5



7/16/2024 3:06:09 PM

FLIR5023.jpg

13304312

Parameters

Emissivity	0.95
Distance	3.00 ft
Reflected temp.	84.0 °F
Atmospheric temp.	84.0 °F
Relative humidity	52.0%

File information

Created	7/16/2024 3:06:09 PM
File name	FLIR5023.jpg
File size	136 KB
Width	320
Height	240
Minimum temp.	83.4 °F
Maximum temp.	87.3 °F

Camera information

Camera model	FLIR E8 Pro
Lens	ExFOL5
Camera serial	13304312
Filter	
Range max.	392.0 °F
Range min.	-4.0 °F
Field of view	32.53

Measurements

Sp1	84.1 °F

Main Breaker S. Tower Fire Pump