



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/21/2021

Property Information	
Folio:	03-4108-040-0020
Property Address:	800 DOUGLAS RD Coral Gables, FL 33134-3125
Owner	BANYAN ST GAP DOUGLAS ENT OWN LLC C/O BANYAN ST CAPITAL LLC
Mailing Address	777 BRICKELL AVE STE 1100 MIAMI, FL 33131 USA
PA Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	31
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	948,568 Sq.Ft
Lot Size	270,200 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2021	2020	2019
Land Value	\$54,040,000	\$54,040,000	\$54,040,000
Building Value	\$37,260,000	\$37,971,096	\$38,560,000
XF Value	\$0	\$0	\$0
Market Value	\$91,300,000	\$92,011,096	\$92,600,000
Assessed Value	\$91,300,000	\$92,011,096	\$92,600,000

Benefits Information				
Benefit	Type	2021	2020	2019
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
8 54 41 6.20 AC M/L	
REV PL OF DOUGLAS SEC PB 34-32	
BLKS 1-2-3-4 & LOT K & THAT PT	
PONCE DE LEON PARK CIR & GALIANO	
CT & CALABRIA CT CLOSED PER ORD	



Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,300,000	\$92,011,096	\$92,600,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,300,000	\$92,011,096	\$92,600,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,300,000	\$92,011,096	\$92,600,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$91,300,000	\$92,011,096	\$92,600,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/13/2014	\$100,750,000	29092-0614	Qual by exam of deed
03/01/2007	\$0	25454-4361	Sales which are disqualified as a result of examination of the deed
02/01/2004	\$0	22034-0241	Sales which are disqualified as a result of examination of the deed
11/01/2001	\$61,213,000	20004-4391	Sales which are qualified

The Office of 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>

Version:

CITY'S

EXHIBIT

- 1) 800 Douglas Rd – Please note that the title search for this property revealed over 500 instruments, so I only searched the records since the most recent deed. In the event the owner does not come into compliance, please note that another search must be conducted before the City proceeds to demolish the structure.

<u>Owner (Property Appraiser address)</u> Banyan Street/GAP Douglas Entrance Owner, LLC c/o Banyan St Capital LLC 777 Brickell Ave, Ste 1100 Miami, FL 33131-2867	<u>Owner (Registered Agent address)</u> Banyan Street/GAP Douglas Entrance Owner, LLC c/o Lorri Dunne Registered Agent 80 SW 8th St, Ste 2200 Miami, FL 33130-3004
<u>Mortgagee (Mortgage address)</u> Wells Fargo Bank, National Association, as Participation Custodial Agent, for the benefit of the Participation A-1 Holder and the Participation A-2 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement c/o CT Investment Management Co., LLC Special Servicer 345 Park Ave New York, NY 10154-0004	<u>Second Mortgagee (FDIC Main address)</u> <u>First Mortgagee (FDIC Main Address)</u> Wells Fargo Bank, National Association, as Participation Custodial Agent, for the benefit of the Participation A-1 Holder and the Participation A-2 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement 101 N. Phillips Ave Sioux Falls, SD 57104-6738

CITY'S

EXHIBIT

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The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

2/8/2021

VIA CERTIFIED MAIL

BANYAN ST GAP DOUGLAS ENT OWN LLC
C/O BANYAN ST CAPITAL LLC
777 BRICKELL AVE STE 1100
MIAMI, FL 33131

7020 3160 0001 1022 3172

RE: 800 DOUGLAS RD
FOLIO # 341080400020
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 is forty (40) years old, or older, having been built in YEAR. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer 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 letter(s) 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 and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a *revised* Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. 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. In order to avoid delays submit in person in order to calculate the fees accordingly.

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; 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.

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

5

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70203160000110223172[Remove X](#)

Your item has been delivered to the original sender at 9:58 am on March 1, 2021 in MIAMI, FL 33134.

 **Delivered, To Original Sender**

March 1, 2021 at 9:58 am
MIAMI, FL 33134

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Tracking History

Product Information**See Less** 

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Go to our [FAQs](#) section to find answers to your tracking questions.



The City of Coral Gables

7020 3160 0001 1021 8093

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

5/10/2021

BANYAN ST GAP DOUGLAS ENT OWN LLC
C/O BANYAN ST CAPITAL LLC
80 SW 8TH ST SUITE 2200
MIAMI, FL. 33130

RE: 800 DOUGLAS RD
FOLIO # 341080400020

Notice of Required Inspection For Recertification of 40 Years or Older Building – **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated 3/22/2021, 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 licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building 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 letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

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. The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vggoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.
Building Official

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70203160000110218093[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 2:07 pm on May 17, 2021 in MIAMI, FL 33130.

Delivered, Front Desk/Reception/Mail Room

May 17, 2021 at 2:07 pm
MIAMI, FL 33130

[Feedback](#)[Get Updates ▾](#)[Text & Email Updates](#)[Tracking History](#)[Product Information](#)[See Less ^](#)

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

Goizueta, Virginia

From: Johanna Bernacett <jbernacett@banyanstreet.com>
Sent: Tuesday, August 31, 2021 12:12 PM
To: Goizueta, Virginia
Cc: Vivian Doria Ferino
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011
Attachments: [Untitled].pdf
Categories: Green category

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Virginia

Hope all is well. We just found this taped to our door and it is the first time I see this letter. As you know, we had our permit expeditor submit the documentation in person, but it was not accepted as we understand your guidelines have changed for submittal, therefore we have continued to work with electrical and structural engineers in order to submit the adequate documentation and pay the required fees.

I would like to understand if this letter is an issue for our submittal of the inspections and what are the steps to be taken as we are formally requesting extensions to perform repairs. Also, what are the requirements of this hearing?

Please let me know soonest and I thank you in advance for your prompt attention to this.

Thanks,
JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

From: Johanna Bernacett
Sent: Wednesday, August 18, 2021 11:11 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Sonia Gonzalez <thepermitshop@gmail.com>; Vivian Doria Ferino <vdoriaferino@banyanstreet.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

Thank you, Virginia.

We will work on this asap and I will reach out to you if I should need anything else.

JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Wednesday, August 18, 2021 10:37 AM
To: Johanna Bernacett <jbernacett@banyanstreet.com>
Cc: Sonia Gonzalez <thepermitshop@gmail.com>; Vivian Doria Ferino <vdoriaferino@banyanstreet.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

I have just met with Sonia,

Although the property is all under one folio each building requires a submittal packet.

1. Provide a location plan with each submittal showing the location of the specific building. The location map must include the parking lots.
2. Provide the 4 forms for each submittal as per my previous e-mail.
3. Submit reports even though repairs are required. Submit the sample engineer letter attached for the building that requires repairs.

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Johanna Bernacett <jbernacett@banyanstreet.com>
Sent: Wednesday, August 18, 2021 10:14 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Sonia Gonzalez <thepermitshop@gmail.com>; Vivian Doria Ferino <vdoriaferino@banyanstreet.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for getting back to me Virginia as I understand you are quite busy.

We have one folio number, but two buildings are part of the recertification. One building is set to be certified by structural and electrical engineers. However, the other one require repairs. What do we need to do or submit now to the city in order to be compliant with with you while we work on the repairs.

Thanks,
JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Wednesday, August 18, 2021 10:09 AM
To: Johanna Bernacett <jbernacett@banyanstreet.com>
Cc: Sonia Gonzalez <thepermitshop@gmail.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

- ☐ Can Structural and Electrical submit the required cover letter, reports etc separately?

You must submit the entire packet at the same time:

1. CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION STANDARDS IN CHAPTER 8C-3 OF THE CODE OF MIAMI-DADE COUNTY
2. CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS REQUIREMENTS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY
3. MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION
4. MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

Please note if the report indicates repairs are required; please submit regardless.

- ☐ What are the required fees and when do these need to be paid? In person or can it be done on-line?

As indicated on the first letter dated February 8, 2021. The Recertification review fee is \$500 plus an additional fees of \$2.45 per document submitted (add an additional page for the review signatures). Fees will be collected upon review submittal. Fees can be paid on-line or in person once the reports have been submitted. I will be providing you with a RC number.

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Johanna Bernacett <jbernacett@banyanstreet.com>

Sent: Thursday, July 15, 2021 3:52 PM

To: Goizueta, Virginia <vgoizueta@coralgables.com>

Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Virginia

Hope all is well. I called you today but was told it was best to email you. We are diligently working on the required certifications of the two buildings. We have engaged both electrical and structural engineers to complete the required process for the recertifications, but I have some questions:

- ☐ Can Structural and Electrical submit the required cover letter, reports etc separately?
- ☐ What are the required fees and when do these need to be paid? In person or can it be done on-line?

We are working with the engineers to coordinate submittal to the city next week and we will also be requesting an extension for the repairs.

I thank you in advance for your time.

JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

From: Johanna Bernacett

Sent: Wednesday, June 9, 2021 12:06 PM

To: Goizueta, Virginia <vgoizueta@coralgables.com>

Cc: Vivian Doria Ferino <vdoriaferino@banyanstreet.com>; Lopez, Manuel <mlopez@coralgables.com>

Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

Thank you for your prompt response, Virginia.

We will be in touch soon.

Have a great day.

Thanks,
JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

BANYAN STREET CAPITAL

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Wednesday, June 9, 2021 12:03 PM
To: Johanna Bernacett <jbernacett@banyanstreet.com>
Cc: Vivian Doria Ferino <vdoriaferino@banyanstreet.com>; Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

Good morning,

The final letter will be mailed today.

The Construction Regulation Board will not be hearing 2021 cases until August 2021. If the report requires repairs; please submit it to the City. We can grant additional time to make the repairs.

Virginia Goizueta

Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Johanna Bernacett <jbernacett@banyanstreet.com>
Sent: Wednesday, June 9, 2021 11:39 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Vivian Doria Ferino <vdoriaferino@banyanstreet.com>; Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Virginia

Hope this email finds you well. We have engaged with the engineers whom is working on a full report with required repairs. We understand the deadline of today and we expect such report from engineer to be submitted today or tomorrow, as well as requesting an extension to complete the repairs.

We are working diligently on getting this priced and corrected as well as completing the other items.

I just want to understand from you if this email will suffice until such report is submitted to your department or advise otherwise.

I thank you in advance for working with us through this recertification.

Best,
JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

BANYAN STREET
CAPITAL

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Tuesday, May 25, 2021 2:05 PM
To: Johanna Bernacett <jbernacett@banyanstreet.com>
Cc: Vivian Doria Ferino <vdoriaferino@banyanstreet.com>; Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011

Good afternoon,

We are not granting extensions until the final notice is mailed in June 2021.

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Johanna Bernacett <jbernacett@banyanstreet.com>
Sent: Tuesday, May 25, 2021 1:22 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Vivian Doria Ferino <vdoriaferino@banyanstreet.com>
Subject: Douglas Entrance - Folio @ 03-4108-040-0020: 10 year recertification form 40 Year Certification in 2011
Importance: High

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Virginia

Hope this email finds you well and thank you for taking my call yesterday. As I mentioned to you, yesterday I received the attached letter dated 5/10. Unfortunately, we did not receive previous letters.

I understand the deadline for such inspections, reports, forms and payments is June 9th. However, this requires engaging structural and electrical engineers to complete inspections reports, plus several other forms to be completed.

We have already hired the engineers and they are in the process of completing inspections this week.

I am asking for an extension of the June 9th date as the engineers are requesting more to complete the proper inspections, reports and all necessary forms.

Would you be able to grant an extension for the submittal due June 9th and if so, until what date. I also understand that if repairs are required, we may ask for an extension of such as well.

I look forward to hearing from you.

Best,
JOHANNA BERNACETT
PROPERTY MANAGER

800 Douglas Road, Suite 370
Coral Gables, Florida 33134
Office: 305.444.1941
Cell: 305.467.3828

jbernacett@banyanstreet.com
banyanstreet.com

BANYAN STREET
CAPITAL

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2946

vs.

Return receipt number:

Banyan Street/GAP Douglas Entrance Owner, LLC
c/o Banyan St Capital LLC
777 Brickell Ave, Ste 1100
Miami, FL 33131-2867
Respondent.

7020 3160 0001 1022 0003

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

Date: August 31, 2021

Re: Property Address: 800 Douglas Rd., Coral Gables, Fl. 33134-3125, Legal Description: Blocks 1-2-3-4 & lot K & that PT Ponce De Leon Park Cir & Galiano Ct. & Calabria Ct. closed per Ord., Revised pl of Douglas Sec Plat Book 34, page 32 and Folio #: 03-4108-040-0020 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, 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 presumed unsafe pursuant to Section 105-186(j)(13) 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 Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on September 13, 2021, 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, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@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

CITY'S

EXHIBIT 6

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.

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.



Virginia Goizueta
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, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, 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, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c: Banyan Street/GAP Douglas Entrance Owner, LLC, c/o Lorri Dunne, Registered Agent, 80 SW 8th St, Ste 2200, Miami, FL 33130-3004; Wells Fargo Bank, National Association, as Participation Custodial Agent, for the benefit of the Participation A-1 Holder and the Participation A-2 Holder in accordance with their respective rights under the Participation Agreement and Future, Funding Indemnification Agreement, c/o CT Investment Management Co., LLC, Special Servicer 345 Park Ave, New York, NY 10154-0004; Wells Fargo Bank, National Association, as Participation Custodial Agent, for the benefit of the Participation A-1 Holder and the Participation A-2 Holder in accordance with their respective rights under the Participation Agreement and Future, Funding Indemnification Agreement, 101 N. Phillips Ave, Sioux Falls, SD 57104-6738



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2946

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, JOSE IGLESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 800 Douglas Rd ON August 31, 2021 AT 11:13 AM AND WAS ALSO
POSTED AT CITY HALL.

JOSE IGLESIAS

Employee's Printed Name

[Signature]

Employee's Signature

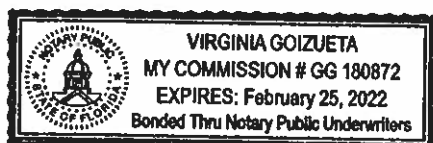
STATE OF FLORIDA)

ss.

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online
notarization, this 31 day of August, in the year 2021, by
JOSE IGLESIAS who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

CITY'S

EXHIBIT

7



CITY'S

EXHIBIT

8





CFN 2014R0235660
OR Bk 29092 Pgs 0614 - 619; (6pgs)
RECORDED 04/02/2014 11:00:17
DEED DOC TAX 604,500.00
SURTAX 453,375.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared
by and upon recording should
be returned to:

David A. Lapins, Esq.
Drane Freyer & Lapins Limited
200 West Madison Street
Suite 3200
Chicago, IL 60606

Tax Parcel ID No. 03-4108-040-0020

SPECIAL WARRANTY DEED

ASLAN III DOUGLAS ENTRANCE, L.L.C., a Delaware limited liability company f/k/a Transwestern Douglas Entrance, L.L.C. ("Grantor"), whose mailing address is 200 West Madison, Suite 3200, Chicago IL 60606, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by BANYAN STREET/GAP DOUGLAS ENTRANCE OWNER, LLC, a Delaware limited liability company ("Grantee"), whose mailing address is c/o Banyan Street Capital, LLC, 777 Brickell Ave., Suite 1100, Miami, Florida 33131, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee the tract of land (the "Land") in Miami-Dade County, Florida more fully described on **Exhibit A** hereto, together with all improvements thereon and all or Grantor's right, title and interest, if any, in and to all easements, rights-of-way, rights and appurtenances appertaining thereto (the "Property").

This Special Warranty Deed is executed by Grantor and accepted by Grantee subject to validly existing and enforceable rights, interests and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed in **Exhibit B** hereto, without reimposing any of the same (the "Encumbrances").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the validly existing and enforceable rights, if any, of third parties in connection with the Encumbrances, without reimposing any of the same, unto 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.

CITY'S

EXHIBIT

9

WITNESS THE EXECUTION HEREOF effective as of March 13, 2014.

GRANTOR:

ASLAN III DOUGLAS ENTRANCE, L.L.C., a
Delaware limited liability company f/k/a
Transwestern Douglas Entrance, L.L.C.

By: [Signature]
Name: J. Matthew Haley
Title: Managing Director

WITNESSES:

Catherine Minton
Witness

Catherine Minton
Print Name

[Signature]
Witness

Lorraine Heart
Print Name

STATE OF ILLINOIS)
)
COUNTY OF COOK)
)

SS

SS

This instrument was acknowledged before me on March 13, 2014, by
J. Matthew Haley, a managing director of Aslan III Douglas Entrance, L.L.C., a Delaware
limited liability company, as the act and deed of said entity.



[Signature]
Name: Sarah A. McCormick
Notary Public in and for
The State of Illinois

(Seal of Notary)

My commission expires: 11-19-2017

Exhibit A to Special Warranty Deed

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of MIAMI-DADE, State of FLORIDA, and is described as follows:

PARCEL I:

BEGINNING AT A POINT 35.00 FEET SOUTH OF AND 35.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 633.75 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GALIANO STREET AS SHOWN ON THE "THE REVISED PLAT OF BLOCKS 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 29 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GALIANO STREET, FOR A DISTANCE OF 540.31 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AS SHOWN ON SAID REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES; THENCE RUN EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA, FOR A DISTANCE OF 632.71 FEET TO A POINT OF INTERSECTION WITH A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8; THENCE RUN NORTH 00 DEGREES 01 MINUTES 51 SECONDS WEST ALONG SAID LINE FOR A DISTANCE OF 540.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THE LAND CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 12676, AT PAGE 110 AND OFFICIAL RECORDS BOOK 12676, AT PAGE 112.

ALSO DESCRIBED AS FOLLOWS:

BLOCKS 1, 2, 3, 4 AND LOT "K" OF "THE REVISED PLAT OF BLOCKS 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; TOGETHER WITH THE REVERSIONARY RIGHTS GRANTED TO DOUGLAS DEVELOPMENT CO., BY DEED FROM DOUGLAS ENTRANCE INC., CONVEYING THE FOLLOWING PROPERTY:

ALL THAT PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST THAT IS BOUNDED AS FOLLOWS: ON THE NORTH BY THE NORTH LINE OF THE SAID SECTION 8, ON THE EAST BY THE EAST LINE OF THE SAID SECTION 8, ON THE SOUTH BY THE CENTER LINE OF AVENUE CALABRIA AND ON THE WEST BY THE CENTER LINE OF GALIANO STREET (REFERENCE HEREIN TO AVENUE CALABRIA AND GALIANO STREET ARE AS

SAID STREET AND AVENUE ARE SHOWN ON THE REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES, PLAT BOOK 34, AT PAGE 32); AND ALSO THOSE CERTAIN RIGHTS OF WAY CLOSED BY ORDINANCE NO. 992 PASSED AND ADOPTED BY THE CITY OF CORAL GABLES, FLORIDA ON NOVEMBER 13, 1956.

LESS AND EXCEPT

THE LAND CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 12676, AT PAGE 110 AND OFFICIAL RECORDS BOOK 12676, AT PAGE 112.

FURTHER LESS AND EXCEPT: (JEFFERSON AT DOUGLAS ENTRANCE LP LANDS)

A PORTION OF "THE REVISED PLAT OF BLOCKS, 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; A PORTION OF PONCE DE LEON BOULEVARD EAST AND CALABRIA COURT CLOSED BY ORDINANCE NO. 992 PASSED AND ADOPTED BY THE CITY OF CORAL GABLES, FLORIDA ON NOVEMBER 13, 1956, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 3 THE SAME BEING A RECOVERED PERMANENT CONTROL POINT; THENCE RUN NORTH 00 DEGREES 01 MINUTES 51 SECONDS WEST ALONG A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, OF A DISTANCE OF 169.29 FEET TO A SET PERMANENT CONTROL POINT; THENCE RUN WEST ALONG A LINE 169.29 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 3, OF A DISTANCE OF 323.36 FEET TO A SET PERMANENT CONTROL POINT; THENCE RUN SOUTH 44 DEGREES 01 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 235.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AS SHOWN ON SAID REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES, THE SAME BEING A SET PERMANENT CONTROL POINT; THENCE RUN EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AND THE SOUTH LINE OF SAID BLOCK 3, FOR A DISTANCE OF 487.09 FEET TO THE POINT OF BEGINNING.

PARCEL II:

FOR THE BENEFIT OF PARCEL I, THOSE CERTAIN EASEMENTS AS CREATED BY THAT DECLARATION OF COVENANTS AND EASEMENTS RECORDED NOVEMBER 17, 2000 IN OFFICIAL RECORDS BOOK 19369, AT PAGE 1858; AND RE-RECORDED IN OFFICIAL RECORDS BOOK 19571, AT PAGE 1238; AS AFFECTED BY AMENDMENT TO DECLARATION FILED NOVEMBER 7, 2001 IN OFFICIAL RECORDS BOOK 20004, PAGE 4378, FOR INGRESS, EGRESS, PARKING AND SIGNAGE, AS APPLICABLE, OVER, UNDER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENTS.

Exhibit B to Special Warranty Deed

Permitted Exceptions

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
2. The terms, provisions and conditions contained in that certain Agreement for the Construction of Water Facilities and for the Provision of Water Service for Douglas Entrance, Phases I and II between Metro-Dade Water and Sewer Utility and City National Bank of Miami, as Trustee under Land Trust Number 5006818 recorded in Official Records Book 11942, Page 2794, of the Public Records of Miami-Dade County, Florida.
3. Terms and conditions contained in that Declaration of Restrictive Covenant recorded March 20, 1985 in Official Records Book 12449, Page 1446, of the Public Records of Miami-Dade County, Florida.
4. Terms and conditions contained in that Declaration of Restrictive Covenant recorded April 5, 1985 in Official Records Book 12468, Page 1621, of the Public Records of Miami-Dade County, Florida.
5. Terms and conditions contained in that Declaration of Restrictive Covenant recorded April 5, 1985 in Official Records Book 12468, Page 1623, of the Public Records of Miami-Dade County, Florida.
6. The terms, provisions and conditions contained in that certain Ordinance No. 2563 recorded August 28, 1985 in Official Records Book 12620, Page 153, designating Douglas Entrance as a historic landmark.
7. Easement recorded April 3, 1926 in Deed Book 839, Page 106, of the Public Records of Miami-Dade County, Florida.
8. Terms and conditions contained in that Declaration of Restrictive Covenants recorded November 17, 2000 in Official Records Book 19369, Page 1833, of the Public Records of Miami-Dade County, Florida.
9. Terms and conditions contained in that Declaration of Covenants and Easements recorded November 17, 2000 in Official Records Book 19369, Page 1858, and re-recorded March 28, 2001 in Official Records Book 19571, Page 1238, as affected by Instrument, recorded November 7, 2001 in Official Records Book 20004, Page 4378, all of the Public Records of Miami-Dade County, Florida.
10. The terms, provisions and conditions contained in that certain Notice of Lease recorded February 7, 1990 in Official Records Book 14424, Page 2995, as affected by that Notice to Lienors recorded November 24, 2008 in Official Records Book 26662, Page 2983, all of the Public Records of Miami-Dade County, Florida.

11. Easement to FPL FiberNet, LLC, a Delaware limited liability company recorded February 10, 2009 in Official Records Book 26746, Page 4526, of the Public Records of Miami-Dade County, Florida.
12. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
13. Any lien or right to a lien for labor, services or materials provided in connection with the construction of the improvements referred to in that Notice of Commencement recorded October 30, 2013, in Official Records Book 28890, Page 3294, of the Public Records of Miami-Dade County, Florida.
14. Any lien or right to a lien for labor, services or materials provided in connection with the construction of the improvements referred to in that Notice of Commencement recorded October 23, 2013 in Official Records Book 28879, Page 4553, of the Public Records of Miami-Dade County, Florida.
15. Any lien or right to a lien for labor, services or materials provided in connection with the construction of the improvements referred to in that Notice of Commencement recorded July 8, 2013, in Official Records Book 28713, Page 990, of the Public Records of Miami-Dade County, Florida.



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Detail by Entity Name

Foreign Limited Liability Company

BANYAN STREET/GAP DOUGLAS ENTRANCE OWNER, LLC

Filing Information

Document Number M14000001355

FEI/EIN Number 46-5087865

Date Filed 02/27/2014

State DE

Status ACTIVE

Principal Address

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Changed: 04/20/2015

Mailing Address

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Changed: 04/20/2015

Registered Agent Name & Address

DUNNE, LORRI

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Address Changed: 04/20/2015

Authorized Person(s) Detail

Name & Address

Title M

BANYAN STREET/GAP DOUGLAS ENTRANCE HOLDING

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Title President

Touzet, Rodolfo P

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Title VP

White, K. Taylor

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Title VP

Dunne, Lorri

80 SW 8th Street

Suite 2200

MIAMI, FL 33130

Annual Reports

Report Year	Filed Date
2019	02/07/2019
2020	01/24/2020
2021	01/13/2021

Document Images

01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/24/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/23/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
10/26/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/26/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- Foreign Limited	View image in PDF format

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Florida Department of State, Division of Corporations



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
BANYAN STREET CAPITAL, LLC

Filing Information

Document Number	M15000002592
FE/EIN Number	90-0715031
Date Filed	04/10/2015
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/22/2017

Principal Address

80 SW 8TH ST SUITE 2200
MIAMI, FL 33130

Changed: 02/22/2017

Mailing Address

80 SW 8TH ST SUITE 2200
MIAMI, FL 33130

Changed: 02/22/2017

Registered Agent Name & Address

WHITE, K TAYLOR
80 SW 8TH ST SUITE 2200
MIAMI, FL 33130

Name Changed: 02/22/2017

Address Changed: 02/22/2017

Authorized Person(s) Detail

Name & Address

Title MBR

BANYAN STREET COMPANIES LLC
80 SW 8TH ST SUITE 2200
MIAMI, FL 33130

Annual Reports

Report Year	Filed Date
2019	04/16/2019
2020	06/28/2020
2021	04/30/2021

Document Images

04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/28/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
02/22/2017 -- REINSTATEMENT	View image in PDF format
04/10/2015 -- Foreign Limited	View image in PDF format

BANYAN STREET/GAP DOUGLAS ENTRANCE OWNER, LLC, as Mortgagor

("Borrower")

TO

PARLEX 2 FINANCE, LLC, as Mortgagee

("Lender")

**MORTGAGE AND
SECURITY AGREEMENT**

Dated: As of May 16, 2014
Location: Douglas Entrance
Douglas Road and SW 8th Street
City: Coral Gables
State: Florida

**UPON RECORDATION
RETURN TO:**
Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Julian M. Wise, Esq.
Reference: 052688.0107

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified, being hereinafter referred to as this "**Security Instrument**") is made as of this 16th day of May, 2014, by **BANYAN STREET/GAP DOUGLAS ENTRANCE OWNER, LLC**, a Delaware limited liability company, having its principal place of business at c/o Banyan Street Capital, 777 Brickell Avenue, Suite 1100, Miami, Florida 33131, as mortgagor ("**Borrower**"), for the benefit of **PARLEX 2 FINANCE, LLC**, a Delaware limited liability company, having an address at c/o Blackstone Mortgage Trust, Inc., 345 Park Avenue, New York, New York 10154, as mortgagee (together with its successors and assigns, collectively, "**Lender**").

RECITALS:

A. This Security Instrument is given to secure a loan (the "**Loan**") in the principal sum of up to EIGHTY-SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$86,800,000.00) made pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note, dated the date hereof, made by Borrower in favor of Lender (as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Note**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. Borrower desires to secure the payment of the Debt and the performance of the Other Obligations (hereinafter defined).

C. This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, the Note, and that certain Assignment of Leases and Rents, dated as of the date hereof, made by Borrower in favor of Lender delivered in connection with this Security Instrument (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Assignment of Leases**"), including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, the Assignment of Leases and Rents and all other documents evidencing or securing or otherwise setting out conditions, covenants, representations and/or remedies in favor of the Lender in connection with the funding of the Debt (including all additional mortgages, deeds of trust, deeds to secure debt and assignments of leases and rents) or executed or delivered in connection therewith, are hereinafter referred to collectively as the "**Loan Documents**").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

ARTICLE 1

GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender, with power of sale for the benefit and security of Lender, all of the real, personal, tangible and intangible property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "Property") including, without limitation, the following:

(a) **Land.** The real property described in Exhibit A attached hereto and made a part hereof. (the "**Land**");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Security Instrument;

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) **Intentionally Omitted.**

(e) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, rights of way and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto.

(f) **Equipment.** All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, heating, ventilation or air conditioning equipment, garbage equipment and apparatus, incinerators, boilers, furnaces, motors, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the

foregoing, Equipment shall not include any property belonging to the property manager or tenants under leases except to the extent that Borrower shall have any right or interest therein;

(g) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases, except to the extent that Borrower shall have any right or interest therein;

(h) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Borrower, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(i) Leases and Rents. All leases (including, without limitation, ground leases, subleases or subsubleases), lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter

entered into (collectively, the "**Leases**"), whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, rent equivalents, tenant termination and contraction fees, moneys payable as damages or in lieu of rent or rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt and the performance of the Other Obligations;

(j) **Condemnation Awards.** All Awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to all or any portion of the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property including, without limitation, any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of all or any portion of the Improvements, the Equipment, the Fixtures, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof; and Borrower hereby agrees to execute and deliver from time to time such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award, damage, payment or other compensation;

(k) **Insurance Proceeds.** All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property;

(l) **Tax Certiorari.** All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges charged against the Property, including, without limitation, as a result of tax certiorari or any applications or proceedings for reduction;

(m) **Conversion.** All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

(n) **Rights.** The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(o) **Agreements.** All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation,

construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(p) Intellectual Property. All intellectual property, including without limitation, all tradenames, trademarks, servicemarks, logos, copyrights, websites, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(q) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, all accounts now or hereafter established or maintained pursuant to the Loan Agreement, Clearing Account Agreement, Cash Management Agreement or any other Loan Documents, any other account maintained by Borrower, or any account in which moneys, proceeds, receivables or other items of deposit are held for the benefit of Borrower; together with all deposits or wire transfers made to such accounts and 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;

(r) Interest Rate Cap Agreement. The Interest Rate Cap Agreement and any replacements, amendments or supplements thereto, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing, and all claims of Borrower for breach by the counterparty thereunder of any covenant, agreement, representation or warranty contained in the Interest Rate Cap Agreement; and all products and proceeds of any of the foregoing; and

(s) Other Rights. All other or greater rights and interests of every nature in the Real Property (as hereinafter defined) and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Borrower (including, without limitation, any and all other rights of Borrower in and to the items set forth in Subsections (a) through (r) above).

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 Assignment of Rents. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a

present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Leases, the Cash Management Agreement and Section 7.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3 Security Agreement. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code of the State of Florida, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable to the security interest granted herein (in either case, as applicable, the "UCC"). The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property including all accounts established by Lender pursuant to the Loan Agreement, the Clearing Account Agreement or Cash Management Agreement. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and the other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property now owned, or hereafter acquired, to the full extent that all of Borrower's right, title and interest in and to the Fixtures, the Equipment, the Personal Property and the other property may be subject to the UCC (said portion of the Property so subject to the UCC being called the "Collateral"). If an Event of Default shall occur and be continuing, Lender, 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 UCC, 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 Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Borrower shall pay to Lender on demand any and all actual out-of-pocket expenses, including reasonable legal expenses and attorneys' fees and costs, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. Borrower's (debtor's) principal place of business is as set forth on the first page hereof and the address of Lender (secured party) is as set forth on the first page hereof.

Section 1.4 Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the UCC) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement (naming Borrower as the Debtor with an address as set forth on the first page hereof and an organizational identification number of

5485103, and Lender as the Secured Party with an address as set forth on the first page hereof) filed as a fixture filing in accordance with the applicable provisions of said UCC upon such of the Property that is or may become fixtures.

Section 1.5 Pledges of Monies Held. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender or on behalf of Lender in connection with the Loan, including, without limitation, any sums deposited in the Clearing Account, the Cash Management Account, the Reserve Funds and Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever;

WITH POWER OF SALE, to secure Borrower's payment to Lender of the Debt and performance of the Other Obligations at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly (a) pay to Lender the Debt at the time and in the manner provided in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, (b) perform the Other Obligations as set forth in the Loan Agreement, this Security Instrument and the other Loan Documents, and (c) abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE 2

DEBT AND OBLIGATIONS SECURED

Section 2.1 Debt. This Security Instrument and the grants, assignments and transfers made in Article 1 hereof are given for the purpose of securing the Debt.

Section 2.2 Other Obligations. This Security Instrument and the grants, assignments and transfers made in Article 1 hereof are also given for the purpose of securing the Other Obligations.

ARTICLE 3

BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 Payment of Debt. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 Maintenance of Property. Borrower shall cause the Property to be maintained in a good and safe condition and repair. The Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Lender or as otherwise permitted pursuant to the Loan Agreement. Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Land.

Section 3.4 Waste. Borrower shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, 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.

Section 3.5 Payment for Labor and Materials.

(a) Subject to Section 3.5(b) below, Borrower (i) will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("Labor and Material Costs") incurred in connection with the Property, (ii) never permit to exist beyond the due date thereof in respect of the Property, or any part thereof, any Lien or security interest, even though inferior to the Liens and security interests created hereby and by the other Loan Documents, and (iii) never permit to be created or exist in respect of the Property or any part thereof any other or additional Lien or security interest other than the Liens or security interests created hereby and by the other Loan Documents except for the Permitted Encumbrances.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Loan Agreement, the Note, this Security Instrument or any of the other Loan Documents, (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Borrower and from the Property or Borrower shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part

thereof nor interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (vi) Borrower shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Lender, to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

Section 3.6 Performance of Other Agreements. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.7 Change of Name, Identity or Structure. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other structure without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Borrower's structure, without first obtaining the prior written consent of Lender. Borrower shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interests granted herein. At the request of Lender from time to time, Borrower shall execute a certificate in form reasonably satisfactory to Lender listing the trade names under which Borrower is operating or intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

ARTICLE 4

OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Borrower and Lender. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of the Loan Agreement, the Note, this Security Instrument or any other Loan Document shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2 No Reliance on Lender. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 No Lender Obligations.

(a) Notwithstanding the provisions of Subsections 1.1(h) and (n) or Section 1.2 hereof, Lender is not undertaking the performance of (i) any obligations under the Leases, or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any Officer's Certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or Policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 Reliance. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Section 4.1 of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Section 4.1 of the Loan Agreement.

ARTICLE 5

FURTHER ASSURANCES

Section 5.1 Recording of Security Instrument, etc. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a Lien or security interest or evidencing the Lien hereof upon the Property 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 to fully protect and perfect the Lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any other security instrument with respect to the Property 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 arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any other security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, etc. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may

hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements to evidence more effectively the security interest of Lender in the Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including, without limitation, such rights and remedies available to Lender pursuant to this Section 5.2.

Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any Change in Law deducts the Debt from the value of the Property for the purpose of taxation or imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property (other than Excluded Taxes), Borrower will pay the tax (other than Excluded Taxes), with interest and penalties thereon, if any to the extent (A) Lender reasonably determines that such amounts are allocable to the Loan and (B) Lender is generally asserting the right to receive such compensation from other similarly situated borrowers of loans from Lender. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender, unenforceable or provide the basis for a defense of usury, then Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable provided that these shall be no Spread Maintenance Premium payable in connection therewith.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law then unless Borrower elects to compensate Lender for any such additional cost within ten (10) Business Days upon receipt of written notice from Lender, Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable, provided that these shall be no Spread Maintenance Premium payable in connection therewith.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents, or shall impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 Severing of Mortgage. This Security Instrument and the Note may, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be severed into two or more notes and two or more security instruments as set forth in, and subject to the terms and conditions of Article 9 of the Loan Agreement.

Section 5.5 Replacement Documents. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or a replacement of such other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

ARTICLE 6

DUE ON SALE/TRANSFER

Section 6.1 Lender Reliance. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for the repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations then, during a continuance of an Event of Default, Lender can recover the Debt by a sale of the Property, in each case, in accordance with the terms hereof and the Loan Agreement.

Section 6.2 No Sale/Transfer. Neither Borrower nor any Restricted Party shall Transfer the Property or any part thereof or any direct or indirect interest therein, or permit or suffer the Property or any part thereof or any direct or indirect interest therein to be Transferred, other than Permitted Transfers or otherwise as expressly permitted pursuant to the terms of the Loan Agreement.

ARTICLE 7

RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand (except as otherwise expressly specified herein or in the Loan Agreement), to the fullest extent permitted by law, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, 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 Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure, in accordance with Florida law, of this Security Instrument under any applicable

provision of law, in which case the Property, 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 Security Instrument for the portion of the Debt then due and payable, subject to the continuing Lien and security interest of this Security Instrument for the balance of the Debt and the Other Obligations not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower 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; and, without limiting the foregoing:

(i) in connection with any sale or sales hereunder, Lender shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Lender shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;

(ii) Lender shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Lender so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Lender;

(iii) should Lender elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Lender has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of the Real Property, Lender shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property as may then be required by law. Thereafter, upon the giving of such notice of sale and the expiration of any required time period as may then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Borrower or Lender at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Lender may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and

(iv) if the Property consists of several lots, parcels or items of property, Lender shall, subject to applicable law, (A) designate the order in which such lots,

parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Lender designates in Lender's sole discretion. Any Person, including Borrower or Lender, may purchase at any sale hereunder. Should Lender desire that more than one sale or other disposition of the Property be conducted, Lender shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Lender may designate, and no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not sold until all the Obligations have been satisfied in full. In the event Lender elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Borrower agrees to pay the costs and expenses actually incurred by Lender of each such sale and of any judicial proceedings wherein such sale may be made;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, in the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Debt or any part thereof;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys, and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise, and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat, (ii) complete any construction on the Property in such manner and form as Lender deems advisable, (iii) make alterations, additions, renewals, replacements and improvements to or on the Property, (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof, (v) require Borrower 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 Property as may be occupied by Borrower, (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise, and (vii) apply the receipts from the Property to the payment of the Debt and the performance of the Other Obligations, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses

(including reasonable attorneys' fees and costs) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance Premiums and other expenses in connection with the Property, 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 Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and/or the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and/or the Personal Property; and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment and/or the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment and/or the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole discretion:

- (i) Taxes and Other Charges;
- (ii) Insurance Premiums;
- (iii) Interest on the unpaid principal balance of the Note;
- (iv) Amortization of the unpaid principal balance of the Note;

and/or

(v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including, without limitation, the Spread Maintenance Fee, if applicable, and advances made by Lender pursuant to the terms of this Security Instrument.

(k) pursue such other remedies as Lender may have under applicable law; or

(l) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its sole and absolute discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Security Instrument shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 7.3 Right to Cure Defaults. Upon the occurrence and during the continuance of any Default or Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower (except as specifically required herein or in the Loan Agreement) and without releasing Borrower from any Other Obligations hereunder, make any payment or do any act required of Borrower hereunder or in the other Loan Documents with respect to any Other Obligations which payment or action on the part of Lender shall be in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or to collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and expenses to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying any Default or Event of Default or in appearing in, defending, or bringing any such action or proceeding, as hereinabove provided, shall bear interest at the Default Rate, for the period beginning on the first day after notice from Lender that such cost or expense was incurred and continuing until the date of payment to Lender. All such costs and expenses incurred by Lender, together with interest thereon calculated at the Default Rate, shall be deemed to constitute a portion of the Debt and to be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.4 Actions and Proceedings. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its sole and absolute discretion, decides should be brought to protect its interest in the Property.

Section 7.5 Recovery of Sums Required To Be Paid. Lender shall have the right, from time to time, to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for any Event of Default by Borrower existing at the time such earlier action was commenced.

Section 7.6 Other Rights, etc.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration,

of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Upon the occurrence and during the continuance of an Event of Default, Lender may resort for the payment of the Debt and the performance of the Other Obligations to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce the Other Obligations or any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.7 Right to Release Any Portion of the Property. Upon the occurrence and during the continuance of an Event of Default, Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and Lender may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a Lien and security interest in the remaining portion of the Property.

Section 7.8 Violation of Laws. If the Property is not in full compliance with any Legal Requirement, Lender may impose additional requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 7.9 Recourse and Choice of Remedies. Notwithstanding any other provision of this Security Instrument or the Loan Agreement, including, without limitation, Section 9.4 of the Loan Agreement, but subject to Section 3.1 of the Loan Agreement, Lender and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Borrower and any guarantor or indemnitor with respect to the Loan contained in Section 8.1 herein without first resorting to or exhausting any security or collateral and without first having recourse to the Note or any of the Property, through foreclosure, exercise of a power of sale or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a

foreclosure action against the Property or exercises its power of sale pursuant to this Security Instrument, Lender is entitled to pursue a deficiency judgment with respect to such obligations against Borrower with respect to the Loan. Subject to the terms of the Loan Agreement, the liability of Borrower and any guarantor or indemnitor with respect to the Loan pursuant to Section 8.1 hereof is not limited to the original principal amount of the Note. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Lender from foreclosing or exercising its power of sale pursuant to this Security Instrument or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Borrower pursuant to Section 8.1 hereof whether or not an action is brought against any other Person and whether or not any other Person is joined in the action or actions. In addition, Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in Article 7 or Article 8 herein.

Section 7.10 Right of Entry. Upon reasonable notice to Borrower (which may be given verbally), Lender and its agents shall have the right to enter and inspect the Property at reasonable hours, subject to the rights of Tenants under their respective leases and, if any event, in a manner to minimize any disturbance to Tenants.

Section 7.11 Lender Not Obligated; Cumulative Rights. Nothing in this instrument shall be construed as obligating Lender to take any action or incur any liability with respect to the Property, and all options given to Lender are for its benefit and shall and may be exercised in such order and in such combination as Lender in its sole discretion may from time to time decide. Each remedy is distinct and cumulative to all other rights and remedies under this Instrument and the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

ARTICLE 8

MORTGAGE TAX INDEMNIFICATION

Section 8.1 Mortgage and/or Intangible Tax. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon, incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other Loan Documents, but excluding any income, franchise or other similar taxes.

ARTICLE 9

WAIVERS

Section 9.1 Waiver of Counterclaim. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of

or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

Section 9.2 Marshalling and Other Matters. To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, to the extent permitted by applicable law, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument.

Section 9.3 Waiver of Notice. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT BE ENTITLED TO ANY NOTICES OF ANY NATURE WHATSOEVER FROM LENDER EXCEPT WITH RESPECT TO MATTERS FOR WHICH THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS SPECIFICALLY AND EXPRESSLY PROVIDE FOR THE GIVING OF NOTICE BY LENDER TO BORROWER AND EXCEPT WITH RESPECT TO MATTERS FOR WHICH LENDER IS REQUIRED BY APPLICABLE LAW TO GIVE NOTICE, AND BORROWER HEREBY EXPRESSLY WAIVES THE RIGHT TO RECEIVE ANY NOTICE FROM LENDER WITH RESPECT TO ANY MATTER FOR WHICH THIS SECURITY INSTRUMENT DOES NOT SPECIFICALLY AND EXPRESSLY PROVIDE FOR THE GIVING OF NOTICE BY LENDER TO BORROWER.

Section 9.4 Waiver of Statute of Limitations. To the extent permitted by applicable law, Borrower hereby expressly waives and releases its right to plead any statute of limitations as a defense to payment of the Debt or performance of the Other Obligations.

Section 9.5 Waiver of Jury Trial. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

ARTICLE 10

EXCULPATION

The provisions of Section 3.1 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

ARTICLE 11

NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

ARTICLE 12

APPLICABLE LAW

Section 12.1 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE ATTACHMENT, CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS SECURITY INSTRUMENT, THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF). ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 12.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 13

DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in the singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include

any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 14.1 No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 14.2 Successors and Assigns. This Security Instrument shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns, as set forth in the Loan Agreement. Lender shall have the right to assign or transfer its rights under this Security Instrument in connection with any assignment of the Loan and the Loan Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Security Instrument. Borrower shall not have the right to assign or transfer its rights or obligations under this Security Instrument without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

Section 14.3 Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 14.4 Headings, etc. The headings and captions of the various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 14.5 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the payment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 14.6 Entire Agreement. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Obligations and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 14.7 Limitation on Lender's Responsibility. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 14.8 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Security Instrument and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall control and be binding.

Section 14.9 Severability. In case any one or more of the provisions of this Security Instrument, the Note, the Assignment of Leases, the Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Lender to the fullest extent now or hereafter permitted by law.

Section 14.10 No Partnership or Joint Venture. No provision of this Security Instrument or any of the other Loan Documents shall constitute a partnership, joint venture, tenancy in common or joint tenancy between Borrower and Lender, it being intended that the only relationship created by this Security Instrument, the Loan Agreement, the Note and the other Loan Documents shall be that of debtor and creditor.

Section 14.11 No Merger. So long as the Obligations owed to Lender secured hereby remain unpaid and undischarged and unless Lender otherwise consents in writing, the fee, leasehold, subleasehold and sub-subleasehold estates in and to the Property will not merge but will always remain separate and distinct, notwithstanding the union of such estates (without implying Borrower's consent to such union) either in Borrower, Lender, any tenant or any third party by purchase or otherwise, in the event this Security Instrument is originally placed on a leasehold estate and Borrower later obtains fee title to the Property, such fee title will be subject and subordinate to this Security Instrument.

ARTICLE 15**STATE-SPECIFIC PROVISIONS**

Section 15.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 15 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 15 shall control and be binding.

Section 15.2 Florida Provisions. Notwithstanding anything to the contrary elsewhere in this Security Instrument:

(a) **Maximum Debt Secured; Future Advances.** In addition to all other indebtedness secured by the lien of this Security Instrument, this Security Instrument shall secure and constitute a first lien on the Property for all future advances made by Lender pursuant to the Loan Agreement 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 Security Instrument. Any such advances may be made (i) at the option of Lender, or (ii) in accordance with the Loan Agreement. The total amount of the principal indebtedness that may be secured by this Security Instrument may increase or decrease from time to time, but the total unpaid principal balance of such indebtedness secured at any one time by this Security Instrument shall not exceed a maximum principal amount of \$86,800,000.00, plus interest thereon and any disbursements made by Lender pursuant to the terms of this Security Instrument. It is the intent of Borrower and Lender that this provision comply with and be in conformity with Florida Statutes § 697.04. Borrower will not file a notice limiting the maximum amount which may be secured by this Security Instrument pursuant to Section 697.04(1)(b) of the Florida Statutes.

[No Further Text on this Page; Signature Page Follows]

IN WITNESS WHEREOF, this Security Instrument has been executed by
Borrower as of the day and year first above written.

WITNESSES:

BORROWER:

BANYAN STREET/GAP DOUGLAS
ENTRANCE OWNER, LLC,
a Delaware limited liability company

Karin Dunne
Name: KARIN DUNNE

Karen M. Smyack
Name: KAREN M. SMYACK

By: [Signature]
Name: Rodolfo Prio Touzet
Title: President

ACKNOWLEDGEMENT

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was sworn to and acknowledged before me this 13
day of May, 2014, by Rodolfo Prio Touzet, the President of Banyan Street/Gap Douglas
Entrance Owner, LLC, a Delaware limited liability company, who is personally known to me or
produced a driver's license as identification.



KARIN DUNNE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE855643
Expires 12/2/2016

Karin Dunne
Print Name: Karin Dunne
Notary Public
No. EE855643
My Commission Expires 12/2/16

EXHIBIT A**LEGAL DESCRIPTION****PARCEL I:**

BEGINNING AT A POINT 35.00 FEET SOUTH OF AND 35.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 8 TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 89°59'45" WEST ALONG A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 633.75 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GALIANO STREET AS SHOWN ON THE 'THE REVISED PLAT OF BLOCKS 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES', ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'29" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GALIANO STREET, FOR A DISTANCE OF 540.31 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AS SHOWN ON SAID REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES; THENCE RUN EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA, FOR A DISTANCE OF 632.71 FEET TO A POINT OF INTERSECTION WITH A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE RUN NORTH 00°01'51" WEST ALONG SAID LINE FOR A DISTANCE OF 540.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THE LAND CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 12676, AT PAGE 110 AND OFFICIAL RECORDS BOOK 12676, AT PAGE 112.

ALSO DESCRIBED AS FOLLOWS:

BLOCKS 1, 2, 3, 4 AND LOT "K" OF "THE REVISED PLAT OF BLOCKS 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; TOGETHER WITH THE REVERSIONARY RIGHTS GRANTED TO DOUGLAS DEVELOPMENT CO., BY DEED FROM DOUGLAS ENTRANCE INC., CONVEYING THE FOLLOWING PROPERTY:

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST THAT IS BOUNDED AS FOLLOWS: ON THE NORTH BY THE NORTH LINE OF THE SAID SECTION 8, ON THE EAST BY THE EAST LINE OF THE SAID SECTION 8, ON THE SOUTH BY THE CENTER LINE OF AVENUE CALABRIA AND ON THE WEST BY THE CENTER LINE OF GALIANO STREET (REFERENCE HEREIN TO AVENUE CALABRIA AND GALIANO

STREET ARE AS SAID STREET AND AVENUE ARE SHOWN ON THE REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES, PLAT BOOK 34, AT PAGE 32); AND ALSO THOSE CERTAIN RIGHTS OF WAY CLOSED BY ORDINANCE NO. 992 PASSED AND ADOPTED BY THE CITY OF CORAL GABLES, FLORIDA ON NOVEMBER 13, 1956.

LESS AND EXCEPT

THE LAND CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 12676, AT PAGE 110 AND OFFICIAL RECORDS BOOK 12676, AT PAGE 112.

FURTHER LESS AND EXCEPT: (JEFFERSON AT DOUGLAS ENTRANCE LP LANDS)

A PORTION OF "THE REVISED PLAT OF BLOCKS, 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF "CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34 AT PAGE 32 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; A PORTION OF PONCE DE LEON BOULEVARD EAST AND CALABRIA COURT CLOSED BY ORDINANCE NO. 992 PASSED AND ADOPTED BY THE CITY OF CORAL GABLES, FLORIDA ON NOVEMBER 13, 1956, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 3 THE SAME BEING A RECOVERED PERMANENT CONTROL POINT; THENCE RUN NORTH 00°01'51" WEST ALONG A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, OF A DISTANCE OF 169.29 FEET TO A SET PERMANENT CONTROL POINT; THENCE RUN WEST ALONG A LINE 169.29 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 3, OF A DISTANCE OF 323.36 FEET TO A SET PERMANENT CONTROL POINT; THENCE RUN SOUTH 44°01'41" WEST FOR A DISTANCE OF 235.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AS SHOWN ON SAID REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES, THE SAME BEING A SET PERMANENT CONTROL POINT; THENCE RUN EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AND THE SOUTH LINE OF SAID BLOCK 3, FOR A DISTANCE OF 487.09 FEET TO THE POINT OF BEGINNING.

PARCEL II:

FOR THE BENEFIT OF PARCEL I, THOSE CERTAIN EASEMENTS AS CREATED BY THAT DECLARATION OF COVENANTS AND EASEMENTS RECORDED NOVEMBER 17, 2000 IN OFFICIAL RECORDS BOOK 19369, AT PAGE 1858; AND RERECORDED IN OFFICIAL RECORDS BOOK 19571, AT PAGE 1238; AS AFFECTED BY AMENDMENT TO DECLARATION FILED NOVEMBER 7, 2001 IN OFFICIAL RECORDS BOOK 200041 PAGE 4378, FOR INGRESS, EGRESS, PARKING AND SIGNAGE, AS APPLICABLE, OVER, UNDER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENTS.

301811NCT
**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association, as
Participation Custodial Agent
Attn: CMBS/BXMT-2017FL1
1055 10th Avenue S.E.
Minneapolis, MN 55414

PARLEX 2 FINANCE, LLC, as assignor,

("Assignor")

TO

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Participation Custodial Agent,
for the benefit of the Participation A-1 Holder and the Participation A-2 Holder in
accordance with their respective rights under the Participation Agreement and Future
Funding Indemnification Agreement, as assignee**

("Assignee")

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

Dated: As of December 21, 2017

Location: Douglas Entrance
Douglas Road and SW 8th Street
Coral Gables
Florida

County: Miami- Dade County

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parlex 2 Finance, LLC, a Delaware limited liability company, having an office at c/o Blackstone Mortgage Trust, Inc., 345 Park Ave., New York, NY 10154 ("Assignor") does, effective as of December 21, 2017, hereby assign, transfer and set over unto WELLS FARGO BANK, NATIONAL ASSOCIATION, as Participation Custodial Agent, for the benefit of the Participation A-1 Holder and the Participation A-2 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement, having an address at, c/o CT Investment Management Co., LLC, as Special Servicer, 345 Park Avenue, New York, NY 10154 ("Assignee"), without recourse, any and all rights of Assignor in and to the security instruments executed by certain obligors set forth on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Security Instruments"), which Security Instruments affect certain real property more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The purpose of this instrument (this "Assignment") is to assign the Security Instruments executed by such obligors to Assignee and to release any and all interest Assignor may have in and to the Security Instruments, except any indemnification provisions set forth in the Security Instruments or otherwise agreed in writing between Assignor and Assignee which by their terms would continue to benefit Assignor but only to the extent such rights of Assignor to indemnification arise from events occurring prior to the date hereof and such rights of Assignor are fully subordinated to the interest of Assignee to the extent that there are any claims against Assignee to which such indemnification provisions set forth in the Security Instruments would apply.


Assignor hereby warrants and represents to Assignee that:

(a) Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instruments to any person or entity other than Assignee (other than to 42-16 CLO L Sell, LLC ("42-16 Seller"), which in turn assigned, conveyed, pledged and endorsed its right, title and interest in the Assignment of Mortgage and Security Agreement (it being understood that for administrative convenience (and without eliminating or otherwise limiting 42-16 Seller's right, title and interest in the Assignment of Mortgage and Security Agreement during the period immediately preceding its assignment thereof to Assignee), Assignor is executing this Assignment directly in favor of Assignee, in each case pursuant to that certain Omnibus Assignment and Assumption, dated as of the date hereof, by and between Assignor, Assignee and 42-16 Seller)); and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

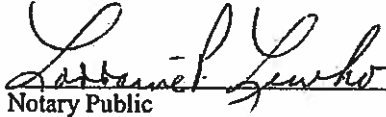
PARLEX 2 FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Douglas N. Armer
Title: Managing Director, Head of Capital
Markets and Treasurer

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 14th day of December in the year 2017 before me, the undersigned, personally appeared Douglas N. Armer, Managing Director, Head of Capital Markets and Treasurer of PARLEX 2 FINANCE, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument as Managing Director, Head of Capital Markets and Treasurer.


Notary Public

My commission expires:
LORRAINE P. LEWKO
Notary Public, State of New York
No. 01LE4515687
Qualified in Kings County
Commission Expires February 24, 2018

[AFFIX NOTARIAL SEAL]

SCHEDULE 1 TO ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

1. Mortgage and Security Agreement, Assignment of Leases and Fixture Filing, dated as of May 16, 2014 made by Banyan Street/GAP Douglas Entrance Owner, LLC, for the benefit of Parlex 2 Finance, LLC, as beneficiary, and recorded on May 23, 2014, with the County Registrar-Recorder for Miami-Dade County, Florida in official Records Book 29164 at page 511, as may be further assigned, amended, restated, supplemented, replaced or otherwise modified from time to time.

EXHIBIT ALEGAL DESCRIPTION

PARCEL I:

BEGINNING AT A POINT 35.00 FEET SOUTH OF AND 35.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 8 TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 89°59'45" WEST ALONG A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 633.75 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GALIANO STREET AS SHOWN ON THE "THE REVISED PLAT OF BLOCKS 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'29" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GALIANO STREET, FOR A DISTANCE OF 540.31 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA AS SHOWN ON SAID REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES; THENCE RUN EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF AVENUE CALABRIA, FOR A DISTANCE OF 632.71 FEET TO A POINT OF INTERSECTION WITH A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE RUN NORTH 00°01'51" WEST ALONG SAID LINE FOR A DISTANCE OF 540.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THE LAND CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 12676, AT PAGE 110 AND OFFICIAL RECORDS BOOK 12676, AT PAGE 112.

ALSO DESCRIBED AS FOLLOWS:

BLOCKS 1, 2, 3, 4 AND LOT "K" OF "THE REVISED PLAT OF BLOCKS 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; TOGETHER WITH THE REVERSIONARY RIGHTS GRANTED TO DOUGLAS DEVELOPMENT CO., BY DEED FROM DOUGLAS ENTRANCE INC., CONVEYING THE FOLLOWING PROPERTY:

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST THAT IS BOUNDED AS FOLLOWS: ON THE NORTH BY THE NORTH LINE OF THE SAID SECTION 8, ON THE EAST BY THE EAST LINE OF THE SAID SECTION 8, ON THE SOUTH BY THE CENTER LINE OF AVENUE CALABRIA AND ON THE WEST BY THE CENTER LINE OF GALIANO STREET (REFERENCE HEREIN TO AVENUE CALABRIA AND GALIANO STREET ARE AS SAID STREET AND AVENUE ARE SHOWN ON THE REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES, PLAT BOOK 34, AT PAGE 32); AND ALSO THOSE CERTAIN RIGHTS OF WAY CLOSED BY ORDINANCE NO. 992 PASSED AND ADOPTED BY THE CITY OF CORAL GABLES, FLORIDA ON NOVEMBER 13,

1956.

LESS AND EXCEPT

THE LAND CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 12676, AT PAGE 110 AND OFFICIAL RECORDS BOOK 12676, AT PAGE 112.

FURTHER LESS AND EXCEPT: (JEFFERSON AT DOUGLAS ENTRANCE LP LANDS)

A PORTION OF "THE REVISED PLAT OF BLOCKS, 4, 4-A, 4-B, 5, 5-A, 5-B, 5-C, 6, 6-A, 7, 7-A, AND 7-B, OF DOUGLAS SECTION OF "CORAL GABLES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34 AT PAGE 32 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; A PORTION OF PONCE DE LEON BOULEVARD EAST AND CALABRIA COURT CLOSED BY ORDINANCE NO. 992 PASSED AND ADOPTED BY THE CITY OF CORAL GABLES, FLORIDA ON NOVEMBER 13, 1956, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 3 THE SAME BEING A RECOVERED PERMANENT CONTROL POINT; THENCE RUN NORTH 00°01'51" WEST ALONG A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMIDADE COUNTY, FLORIDA, OF A DISTANCE OF 169.29 FEET TO A SET PERMANENT CONTROL POINT; THENCE RUN WEST ALONG A LINE 169.29 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 3, OF A DISTANCE OF 323.36 FEET TO A SET PERMANENT CONTROL POINT; THENCE RUN SOUTH 44°01'41" WEST FOR A DISTANCE OF 235.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF A VENUE CALABRIA AS SHOWN ON SAID REVISED PLAT OF DOUGLAS SECTION OF CORAL GABLES, THE SAME BEING A SET PERMANENT CONTROL POINT; THENCE RUN EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF A VENUE CALABRIA AND THE SOUTH LINE OF SAID BLOCK 3, FOR A DISTANCE OF 487.09 FEET TO THE POINT OF BEGINNING.

PARCEL II:

FOR THE BENEFIT OF PARCEL I, THOSE CERTAIN EASEMENTS AS CREATED BY THAT DECLARATION OF COVENANTS AND EASEMENTS RECORDED NOVEMBER 17, 2000 IN OFFICIAL RECORDS BOOK 19369, AT PAGE 1858; AND RERECORDED IN OFFICIAL RECORDS BOOK 19571, AT PAGE 1238; AS AFFECTED BY AMENDMENT TO DECLARATION FILED NOVEMBER 7, 2001 IN OFFICIAL RECORDS BOOK 200041 PAGE 4378, FOR INGRESS, EGRESS, PARKING AND SIGNAGE, AS APPLICABLE, OVER, UNDER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENTS.

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Wells Fargo Bank, National Association



Institution Details

Data as of 08/20/2021

**FDIC Insured**
Since 01/01/1934**FDIC Cert #**
3511**Established**
01/01/1870**Bank Charter Class**
National Banks, member of the
Federal Reserve Systems (FRS)**Primary Federal Regulator**
Comptroller of the Currency**Secondary Federal Regulator**
CFPB**Main Office Address**
101 N. Phillips Avenue
Sioux Falls, SD 57104**Primary Website**
www.wellsfargo.com**Locations**
4,989 domestic locations: 40
states and 0 territories.
30 in foreign locations.**Financial Information**
[Create financial reports for this
institution](#)**Consumer Assistance**
HelpWithMyBank.gov**Contact the FDIC**
[Wells Fargo Bank, National
Association](#)

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4

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201



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UNINUM	Branch Number	Name	Address	City	County	State
2239	Main Office	Wells Fargo Bank, National Association	101 N. Phillips Avenue Sioux Falls, SD 57104	Sioux Falls	Minnehaha	SD
199319	13	Arcata Branch	1103 G Street Arcata, CA 95521	Arcata	Humboldt	CA
199325	19	Bakersfield Downtown Branch	1300 22nd Street Bakersfield, CA 93301	Bakersfield	Kern	CA
199333	28	Wilshire Crescent Branch	9354 Wilshire Boulevard Beverly Hills, CA 90212	Beverly Hills	Los Angeles	CA
199335	30	Burbank Branch	900 North San Fernando Boulevard Burbank, CA 91504	Burbank	Los Angeles	CA
199341	36	City Of Commerce	5701 South Eastern Avenue	City Of	Los	CA

		Branch	City Of Commerce, CA 90040	Commerce	Angeles	
199342	37	Colusa Branch	501 Market Street Colusa, CA 95932	Colusa	Colusa	CA
199348	44	Serramonte Branch	135 Serramonte Center Daly City, CA 94015	Daly City	San Mateo	CA
199351	47	Eureka Branch	605 G Street Eureka, CA 95501	Eureka	Humboldt	CA
199353	49	Gold River Branch	2010 Gold Field Drive Rancho Cordova, CA 95670	Rancho Cordova	Sacramento	CA
199358	54	Fashion Fair Branch	710 East Shaw Avenue Fresno, CA 93710	Fresno	Fresno	CA
199361	58	Garden Grove Branch	12952 Harbor Boulevard Garden Grove, CA 92840	Garden Grove	Orange	CA

199365	62	Goleta Branch	195 North Fairview Avenue Goleta, CA 93117	Goleta	Santa Barbara	CA
199366	63	Hanford Branch	200 West 7th Street Hanford, CA 93230	Hanford	Kings	CA
199369	66	Southland Branch	950 Southland Drive Hayward, CA 94545	Hayward	Alameda	CA
199375	72	Inglewood Branch	400 South Market Street Inglewood, CA 90301	Inglewood	Los Angeles	CA
199379	76	La Habra Branch	1190 South Beach Boulevard La Habra, CA 90631	La Habra	Orange	CA
199381	78	La Mirada Branch	15056 Rosecrans Avenue La Mirada, CA 90638	La Mirada	Los Angeles	CA
199382	80	Lemoore	301 West D Street			CA

199383	80	Branch	Lemoore, CA 93245	Lemoore	Kings	CA
199387	85	Long Beach Main Branch	111 West Ocean Boulevard Long Beach, CA 90802	Long Beach	Los Angeles	CA
199390	88	Atwater Branch	3250 Glendale Boulevard Los Angeles, CA 90039	Los Angeles	Los Angeles	CA
199394	92	Beverly- Fairfax Branch	137 North Fairfax Avenue Los Angeles, CA 90036	Los Angeles	Los Angeles	CA
199400	99	Larchmont Village Branch	245 North Larchmont Boulevard Los Angeles, CA 90004	Los Angeles	Los Angeles	CA
199403	102	Monterey Park Branch	2101 South Atlantic Boulevard Monterey Park, CA 91754	Monterey Park	Los Angeles	CA

199405	104	Chatsworth Branch	10250 Mason Avenue Chatsworth, CA 91311	Chatsworth	Los Angeles	CA
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