

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 other 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 Smyack
Name: KAREN 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% 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

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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.

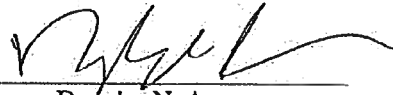
Assignor hereby warrants and represents to Assignee that:

(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.

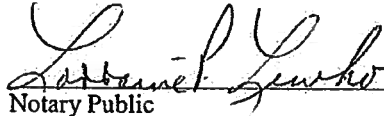
PARLEX 2 FINANCE, LLC,
a Delaware limited liability company

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

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[Home](#) > [Resources](#) > [Data Tools](#) > [BankFind Suite](#) > Find Institutions by Name & Location

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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](#)

Get additional detailed information by selecting from the following:

[Locations](#)[History](#)[Institution Profile](#)[Other Names](#)

5,019 Branch Offices

Hide ^

Results

25 ▾



1

2

3

4

5

201



Page #

Go

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
Branch10250
Mason
Avenue
Chatsworth,
CA 91311

Chatsworth

Los
Angeles

CA



September 3, 2021

Mr. Manny Z. Lopez, PE
Building Official
City of Coral Gables
Development Services Department
405 Biltmore Way
Coral Gables, FL 33134

Ref: Douglas Entrance
40 YR Certification Building 1
Folio # 03-4108-040-0020
La Puerta Del Sol Building
800 Douglas Rd.
Coral Gables, Florida

Dear Mr. Lopez:

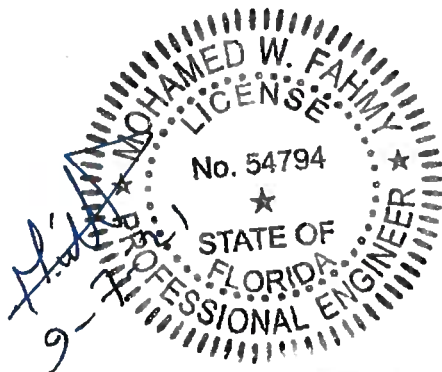
Our firm is in the process of completing the 40-Year Certification – Structural for the above-mentioned property.

To satisfy the requirements for the building recertification to its fullest extent, we hereby, on behalf of the owner, request a three-month extension to complete this certification.

We anticipate completion in the next two months.

We thank you in advance for your cooperation on this and please feel free to contact us if you have any questions at (305) 321 7041.

Very truly yours,



Mohamed W. Fahmy, Ph.D., P.E.
Florida Registration License No 54794
Special Inspector License Number: 6998918

CITY'S

EXHIBIT

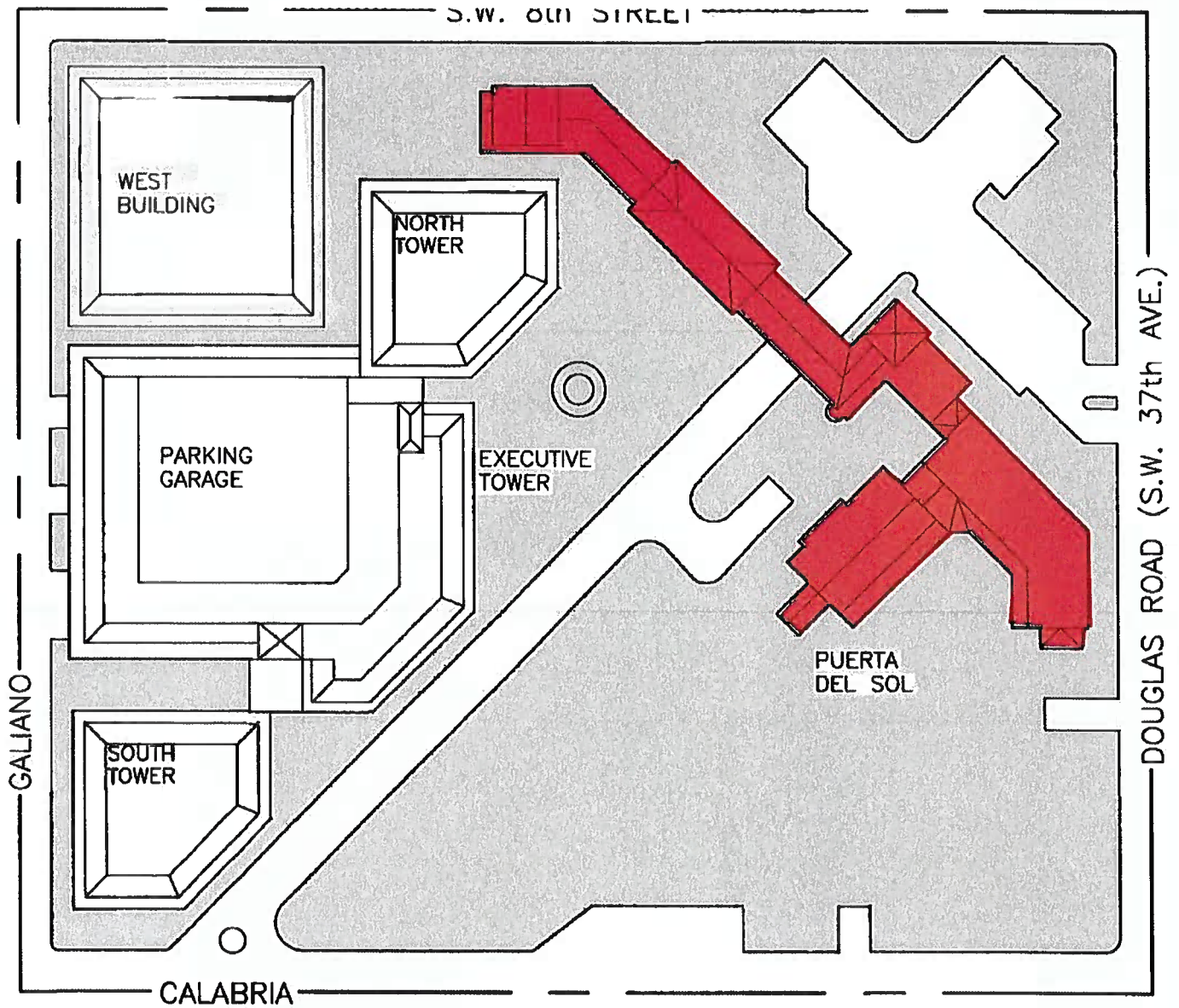
10

SITE PLAN

Puerta Del Sol - Building 1

800 Douglas Road, Coral
Gables, Florida 33134

id
insight
design
2930 Northeast
2nd Court
Miami, Florida
33137
305.545.4964



N.T.S.

February 12th, 2013

Douglas Entrance

Key Plan

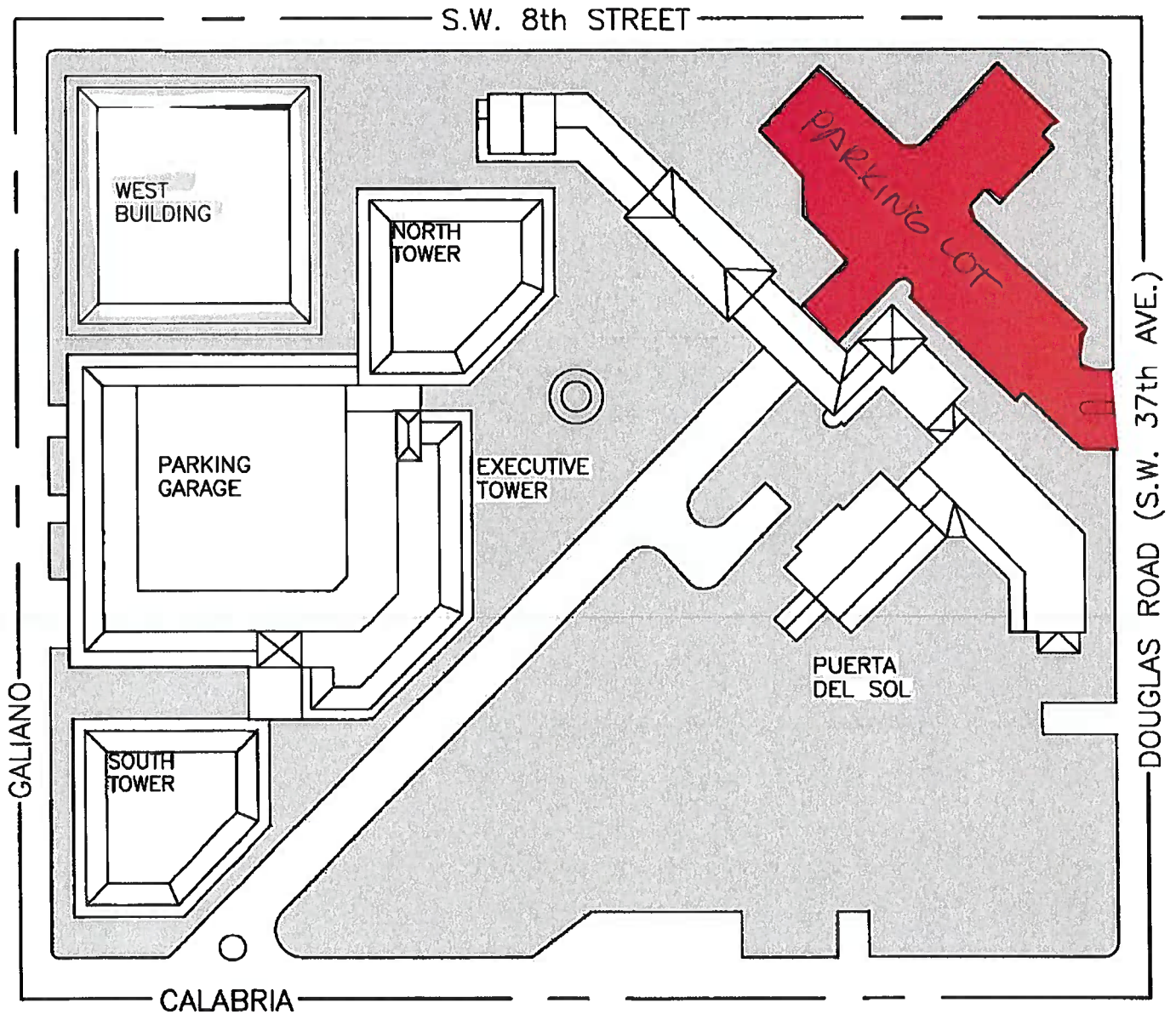


Parking Lot



insight
design

2930 Northeast
2nd Court
Miami, Florida
33137
305.545.4964



N.T.S.

February 12th, 2013

Douglas Entrance

Key Plan





REGULATORY AND ECONOMIC RESOURCES
DEPARTMENT

MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION

COMMENCED

Date: 05/28/2021

INSPECTION COMPLETED

Date: _____

INSPECTION MADE BY: Mohamed W. Fahmy, P.E.

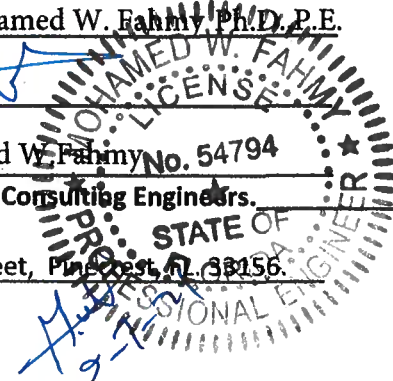
SIGNATURE: _____

PRINT NAME: _____

Mohamed W. Fahmy No. 54794

TITLE: President of National Consulting Engineers.

ADDRESS: 7255 SW 126th Street, Pinecrest, FL 33156



1. DESCRIPTION OF STRUCTURE

a. Name on Title: Banyan Street/GAP Douglas Entrance Owner, LLC

b. Street Address: 800 Douglas Road, Coral Gables, FL 33134. La Puerta del Sol Building

c. 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 #992 LESS BEG SE COR OF BLK 3

d. Owner's Name: Banyan Street/GAP Douglas Entrance Owner, LLC

e. Owner's Mailing Address: 80 SW 8th Street, Suite 2200, Miami, FL 33130

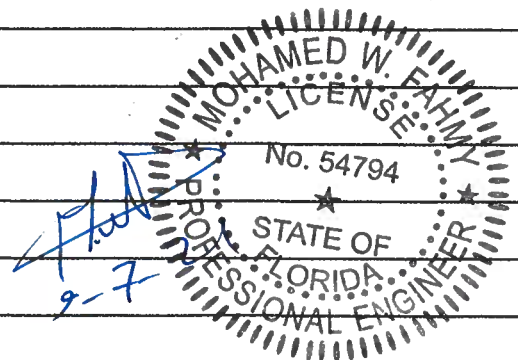
f. Folio Number of Property on which Building is Located: #03-4108-040-0020

g. Building Code Occupancy Classification: Commercial

h. Present Use:

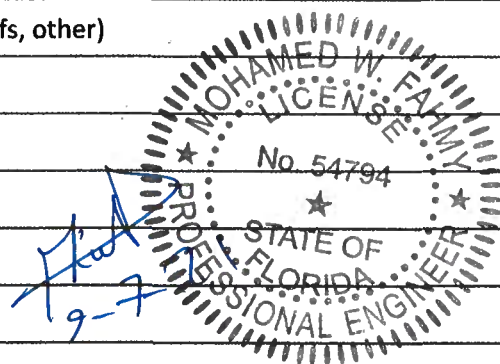
i. General Description: The building has two buildings. The first building is. La Puerta Del Building that consists of three stories (majority of the building area) and two stories in some areas with architectural arch joining the North and South wings. There is a tower that is 4-story height. The exterior walls are built using concrete masonry unit. The first floor is built of concrete on grade. The second and the third floors are built of wood joists. The roof is built of wood trusses. Stairs are built of reinforced concrete.

Addition Comments:



j. Additions to original structure:
N/A

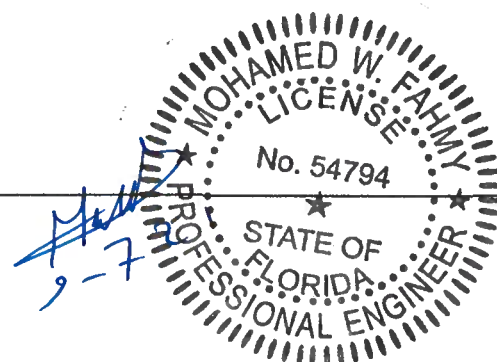
2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant)
1. Bulging Good for age of the building
2. Settlement Fair
3. Deflections Good for age of the building
4. Expansion Good for age of the building
5. Contraction Good for age of the building
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)
N/A
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
Ball Room, Suite 119, Suite 140, Suite 240, and Suite 245. (See attached deficiencies and pictures.)
i
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm.
Several crack sizes (See attached deficiencies and pictures.)



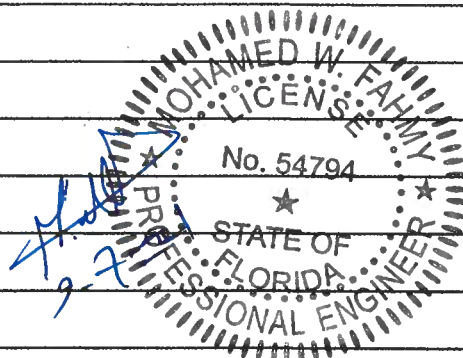
e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
(See attached deficiencies and pictures.)
f. Previous patching or repairs
There are few areas next to windows and exterior doors and on exterior walls that have been patched.
g. Nature of present loading indicate residential, commercial, other estimate magnitude.
Present loading is commercial loading for all the building, except for Cathedral room which is used to host weddings.

3. INSPECTIONS
a. Date of notice of required inspection 3/22/2021
b. Date(s) of actual inspection 5/28/2021
c. Name and qualifications of individual submitting report: Mohamed W. Fahmy
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures
N/A
e. Structural repair-note appropriate line: Repair is required.
1. None required
2. Required (describe and indicate acceptance)

4. SUPPORTING DATA
a. (See attachment) sheet written data
b. (See attachment) photographs
c. N/A drawings or sketches



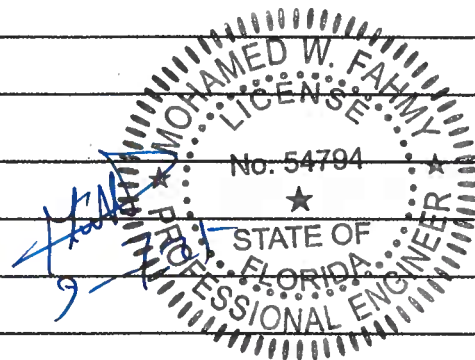
5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:	
a. Concrete masonry units	Fair
b. Clay tile or terra cotta units	Fair
c. Reinforced concrete tie columns	Good for age of building
d. Reinforced concrete tie beams	Good for age of building
e. Lintel	Good
f. Other type bond beams	Good
g. Masonry finishes -exterior	
1. Stucco	Good for age of building with some areas need repair.
2. Veneer	N/A
3. Paint only	N/A
4. Other (describe)	N/A
h. Masonry finishes - interior	
1. Vapor barrier	N/A
2. Furring and plaster	Good
3. Paneling	N/A
4. Paint only	N/A
5. Other (describe)	N/A
i. Cracks See attachment.	
1. Location – note beams, columns, other	(See attachment)(
2. Description	
j. Spalling	
1. Location – note beams, columns, other	(See attachment)
2. Description	
k. Rebar corrosion-check appropriate line	
1. None visible	See attachment for exposed rebars.
2. Minor-patching will suffice	
3. Significant-but patching will suffice	



4. Significant-structural repairs required	Repairs are required in Suites 119, 140, 340, and 245,
I. Samples chipped out for examination in spill areas:	
1. No	Na sample was examined.
2. Yes – describe color, texture, aggregate, general quality	

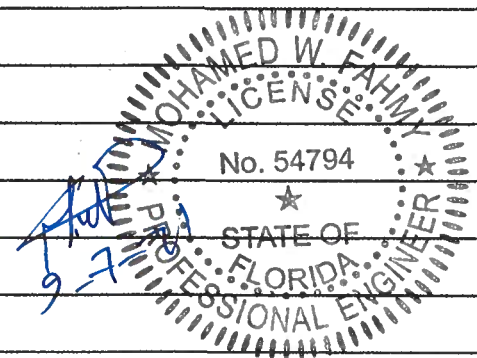
6. FLOOR AND ROOF SYSTEM
a. Roof
1. Describe (flat, slope, type roofing, type roof deck, condition)
Roof are sloped and are built using wood trusses (Good condition). Roofing type is clay (Good condition). Roof deck is plywood (Good condition).
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:
Fair
3. Note types of drains and scuppers and condition:
Good for age of the building.
b. Floor system(s)
1. Describe (type of system framing, material, spans, condition)
Good condition for age of building, except for areas that require repairs.
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.
There were signs of water intrusion (see attachment).

7. STEEL FRAMING SYSTEM	
a. Description	N/A



b. Exposed Steel- describe condition of paint and degree of corrosion
Railings, and metal stair: good paint and mild corrosion.
c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection
See attachment
d. Elevator sheave beams and connections, and machine floor beams – note condition:
Fair

8. CONCRETE FRAMING SYSTEM
a. Full description of structural system
Reinforced concrete is used at the stairs in some areas and as concrete freaming..
b. Cracking
1. Not significant
2. Location and description of members affected and type cracking (See attachment)
c. General condition
(See attachment)
d. Rebar corrosion – check appropriate line
1. None visible
2. Location and description of members affected and type cracking
3. Significant but patching will suffice
4. Significant – structural repairs required (describe)
e. Samples chipped out in spall areas:
1. No
2. Yes, describe color, texture, aggregate, general quality:

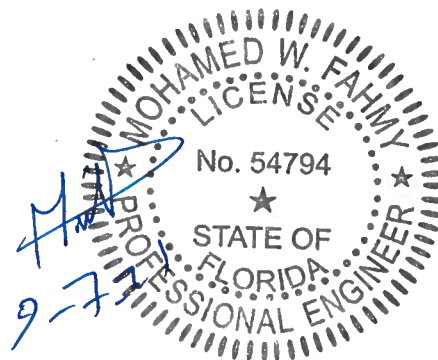


9. WINDOWS	
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)	Windows are made of wood frames and glass or new aluminum frames with glass. Mullions are also made of wood or aluminum. Windows include several types, single hung, double hung, casement.
b. Anchorage- type and condition of fasteners and latches	Tapcons are used to connect the window frames to concrete filled cells, lintels, and sills. Anchors are in fair conditions
c. Sealant – type of condition of perimeter sealant and at mullions:	Mainly good, except in the ballroom.
d. Interiors seals – type and condition at operable vents	Mainly good, except in the ballroom.
e. General condition:	Mainly good, except in the ballroom and couple of broken windows.

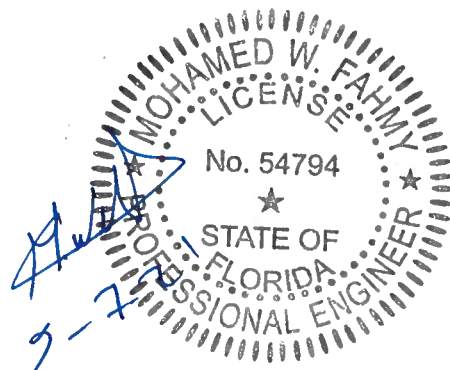
10. WOOD FRAMING	
a. Type – fully describe if mill construction, light construction, major spans, trusses:	Woods joints have been used to construct the floors. Trusses have been used to construct the roofs.
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition:	Most of joints that are exposed are found to be in good conditions. We had an access to inspect several trusses that their joints are in good conditions
c. Joints – note if well fitted and still closed:	Good for age of building
d. Drainage – note accumulations of moisture	Good for age of bulding
e. Ventilation – note any concealed spaces not ventilated:	Good for age of building
f. Note any concealed spaces opened for inspection:	N/A

js:lm:jg:rtc:10/13/2015:40yearrecertificationsystem

BORA Approved – Revised September 17, 2015/RER-10/13/2015



Attachments



INSPECTION LOG

JOB: 800 Douglas Road, Coral Gables, FL 33134. La Puerta del Sol Building

DATE: 05-28-2021

Areas Require Repairs:

A. Ballroom:

- Window frame in the ball room has rotten wood frame.
- There is a window with broken glass.
- On the ballroom: all the doors that lead to the balcony are not in good condition. Rotten wood frames need to be replaced or strengthened. Two of the doors are loose and can be opened.
- Cracks in the bollard behind windows next to the main stair that leads to the ballroom from landing to the floor. The bollard may fall and needs to be repaired.
- Curved stair that lead to the ball room to the ground floor from outside has several steps with cracked and spalled area around the picket.
- The same stair has outside significant cracks on the outside.

B. Suite 140

There are several locations where the expose rebar and also we have some spall concrete beam.

C. Suite 119

there are two area with expose rebars

D. Suite 240

They have several concrete damage expose concrete, spall concrete.

E. Suite 245

It has some exposed rebars and also the wood jambs need to have steel angle to be connected to the header.

F. Suite 315

The railing from the second level to the third level they need to add epoxy to the first post.

G. Main Building

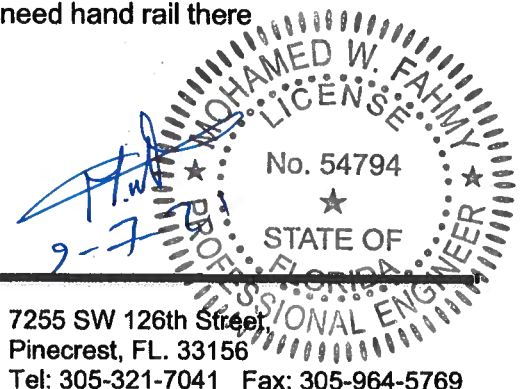
- On the entrance, there are areas with three risers so we need hand rail there
- In the threes room there is a leak from a bath room

H. Suite 330

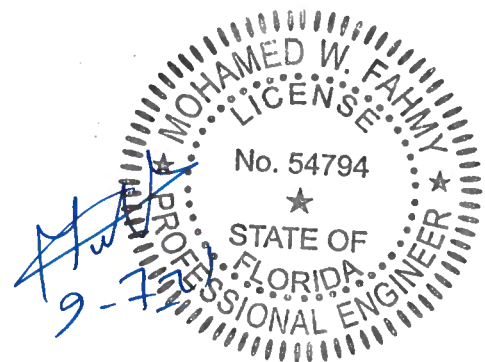
- Stair that goes to the =third floor has weak railing

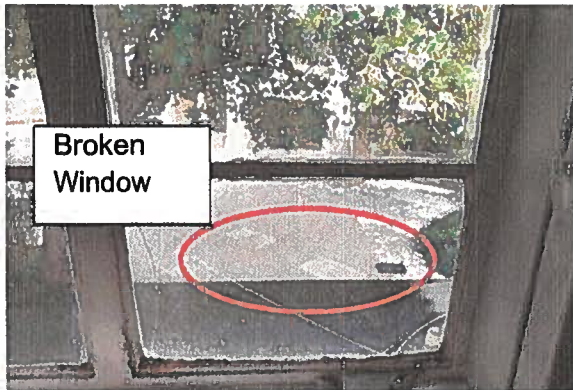
I. Suite 210

- there are several areas on the ceiling with water leaks



Pictures

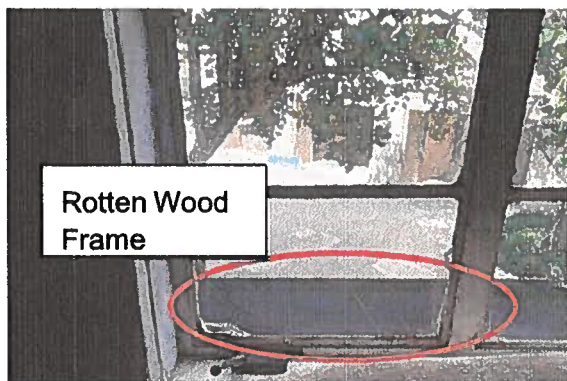




Picture #1



Picture #2



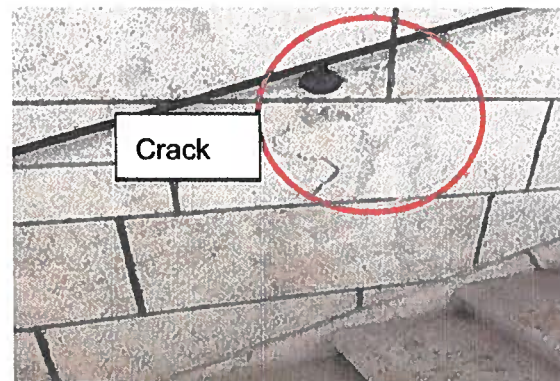
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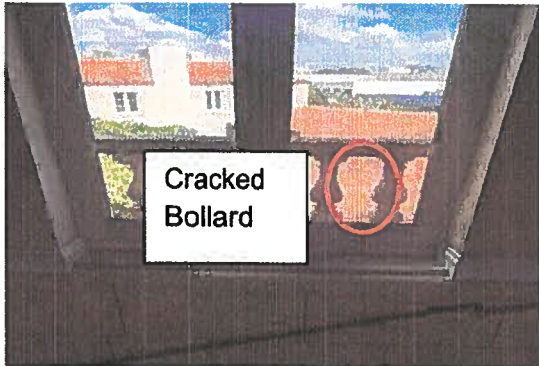
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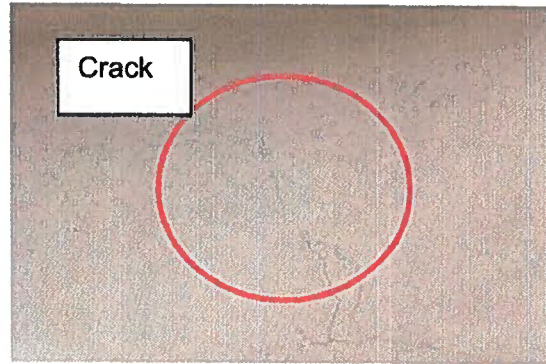
Picture #5



Picture #6



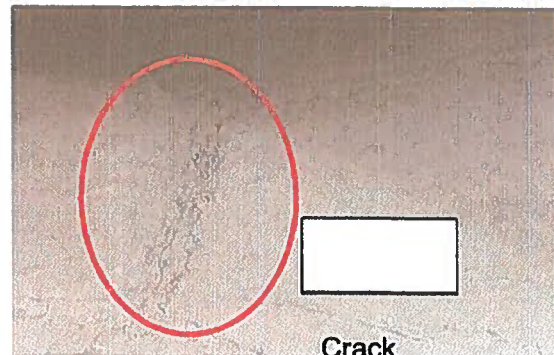
Picture #7



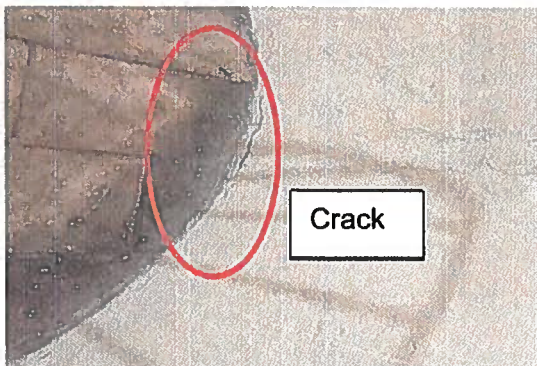
Picture #8



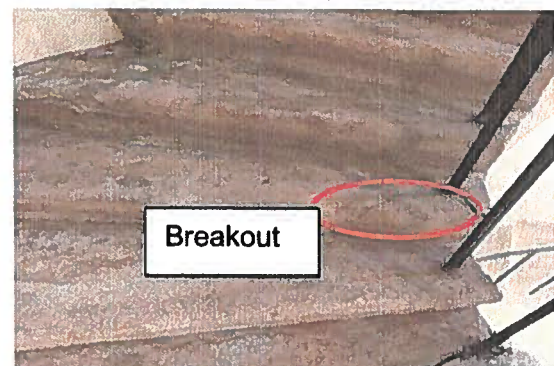
Picture #9



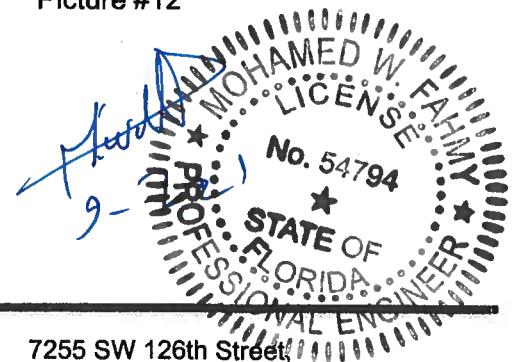
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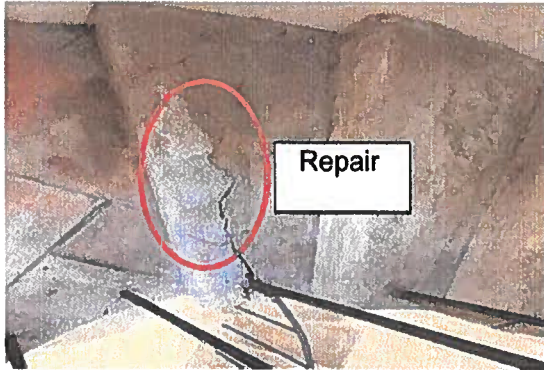


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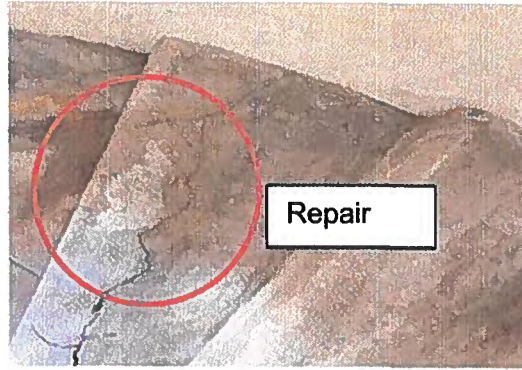


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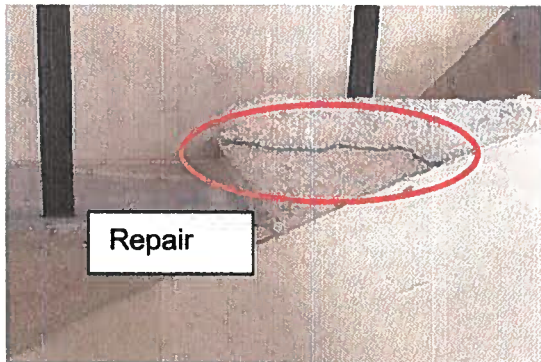




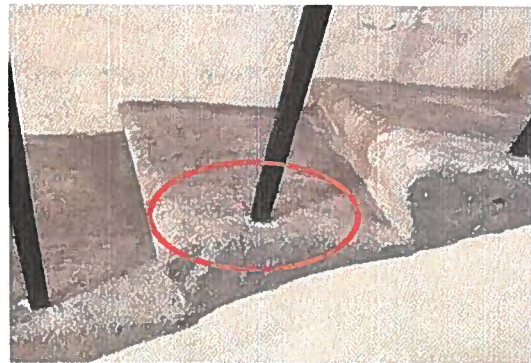
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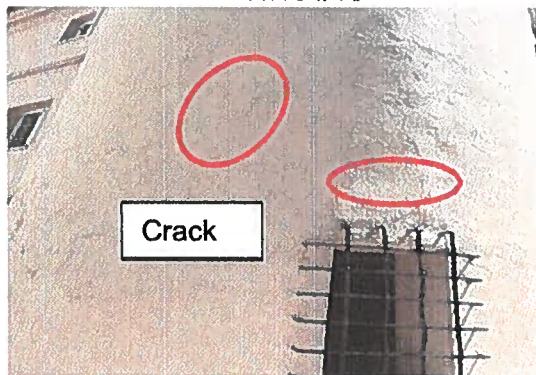
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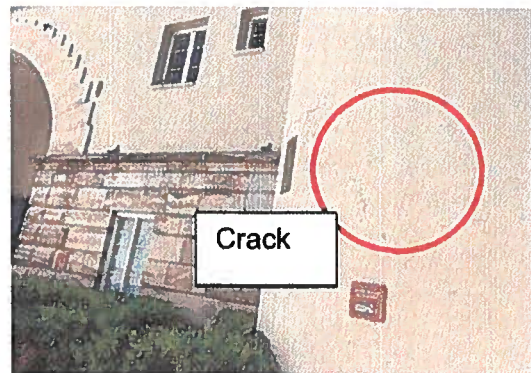
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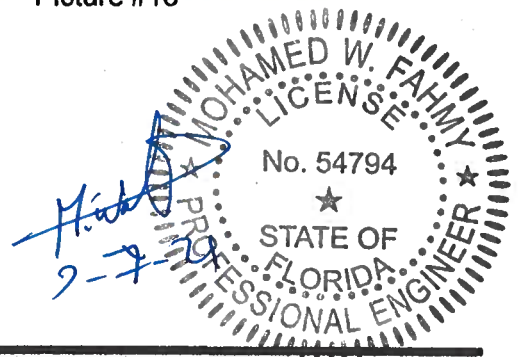
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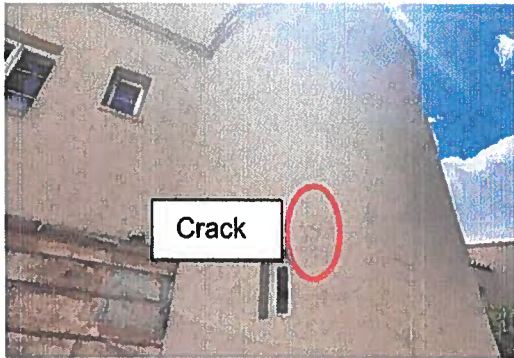


Picture #17

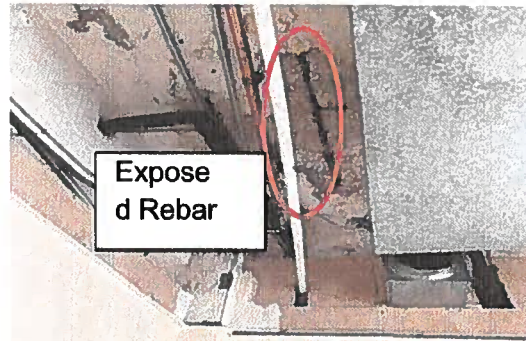


Picture #18





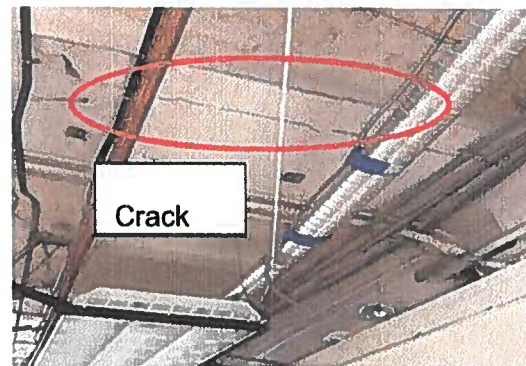
Picture #19



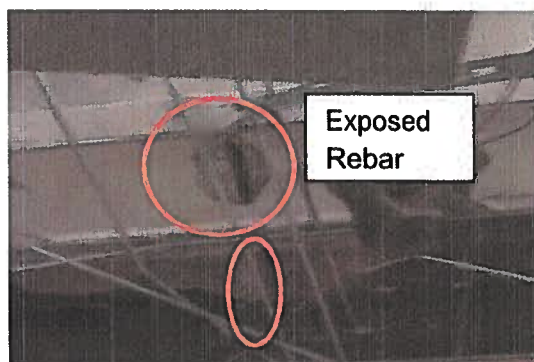
Picture #20



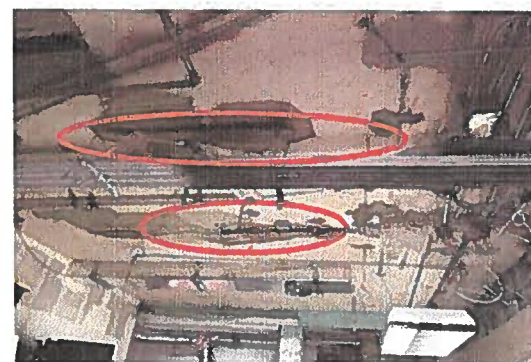
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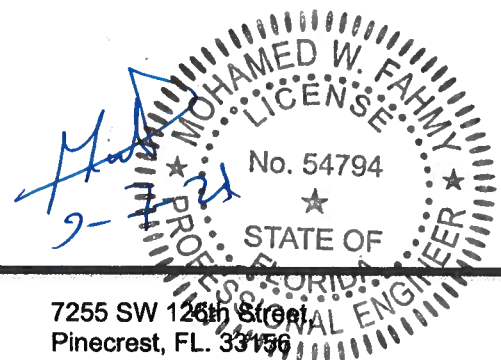
Picture #22



Picture #23



Picture #24

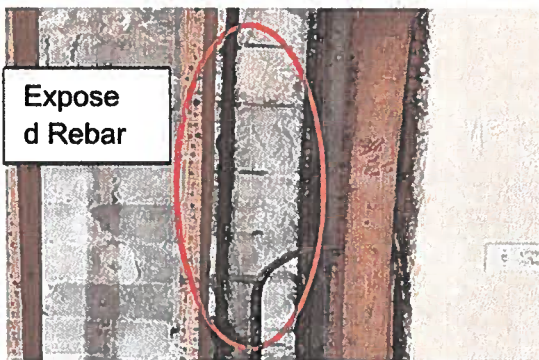




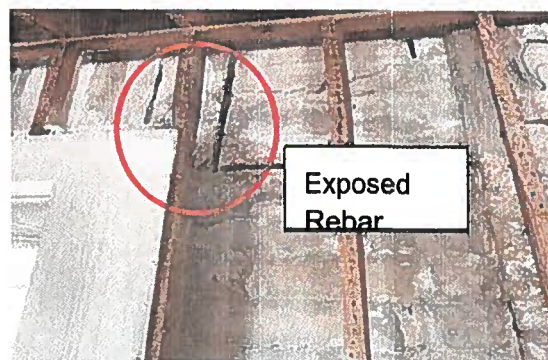
Picture #25



Picture #26



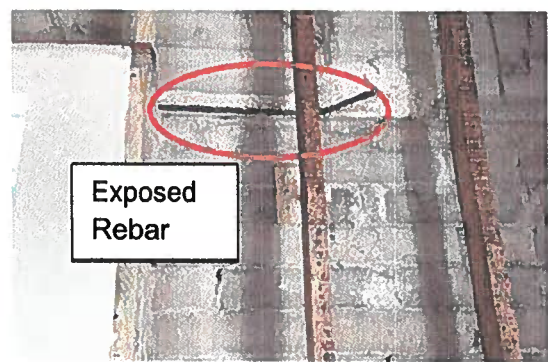
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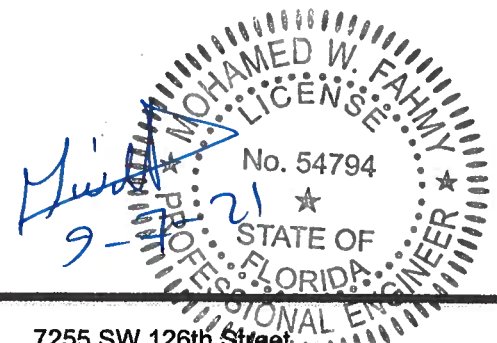
Picture #28



Picture #29



Picture #30

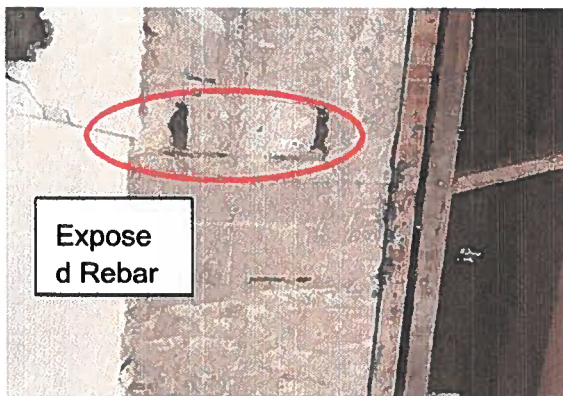




Picture #31



Picture #32



Picture #33



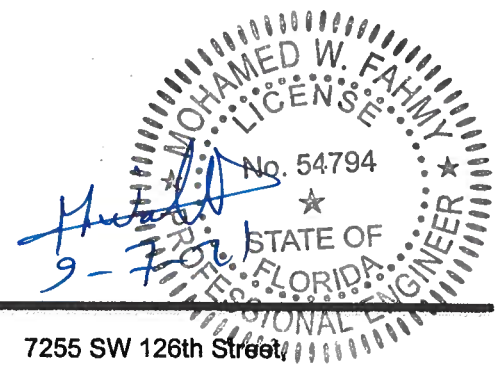
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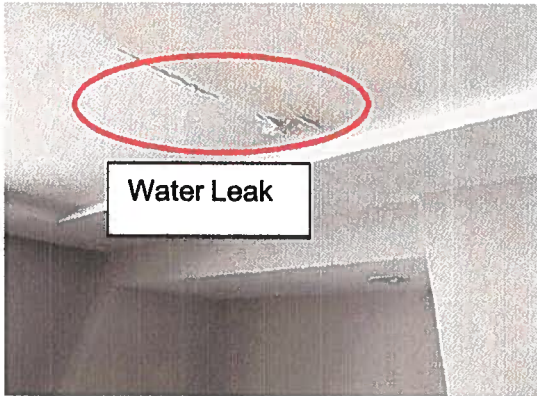


Picture #35

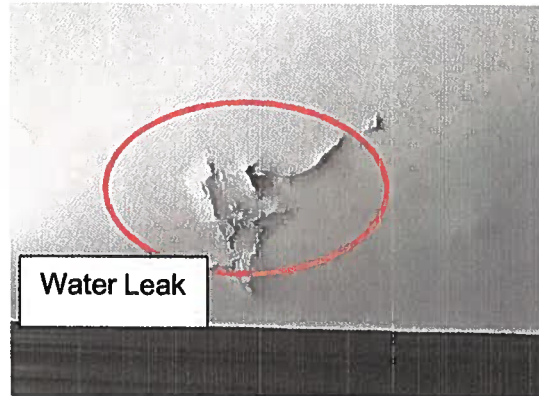


Picture #36





Picture #37



Picture #38



Picture #39



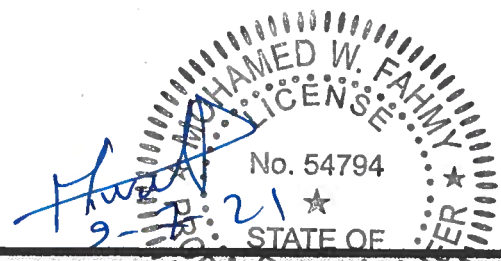
Picture 40

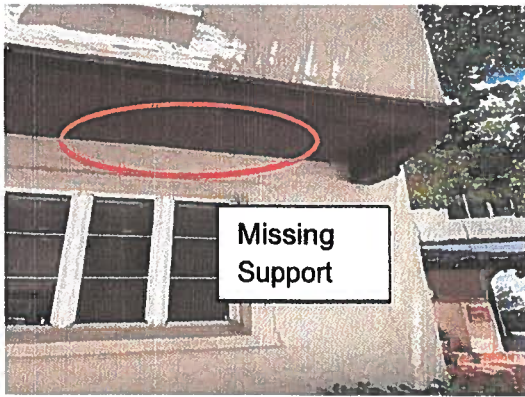


Picture #41

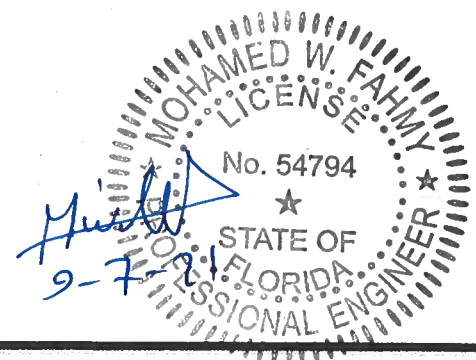


Picture #42





Picture #43



**CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS
IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY**

DATE: 05/28/2021

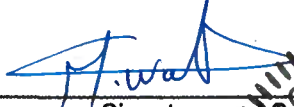
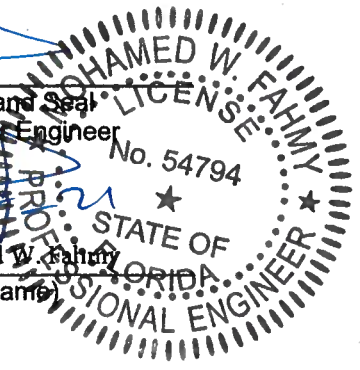
Re: Case No. FYear: 2021

Property Address: 800 Douglas Road, Coral Gables, FL 33134. Bldg. No.: 1, Sq. Ft.: 948,568 Building

Description: 85441 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.

I am a Florida registered professional engineer or architect with an active license. On May 28, 2021, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☒ The parking lot(s) is not adjacent to or abutting a canal, lake or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles **are not** protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.


Signature and Seal
of Architect or Engineer

Mohamed W. Fahmy
(Print Name)

MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING ELECTRICAL RECERTIFICATION

CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION STANDARDS IN
CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY

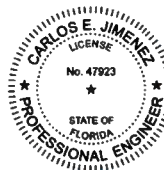
Date: 9/9/2021

RE: Case No.: _____

Property Address: 800 Douglas Rd, Coral Gables, FL 33134

Building Description: Office Building / Educational Building

1. I am a Florida registered professional engineer or architect with an active license.
2. On July 7th, 2021, at 9:00 pm, I measured the level of illumination in the parking lot (s) serving the above referenced building.
3. Maximum 2.35 foot candle per SF, Minimum 0.23 foot candle per SF, Minimum to Maximum ratio 10.22 : 1, 0.9 foot candle average per SF.
4. The level of illumination provided in the parking lot (s) does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.



Digitally signed by Carlos Jimenez
DN: E=cjimenez@brplusa.com,
CN=Carlos Jimenez, O=Bard,
Rad + Athanas Consulting
Engineers, LLC, L=Brighton,
S=Massachusetts, C=US
Reason: I am approving this
document
Date: 2021.09.09 16:04:46-04'00'

Signature and Seal
of Architect or Engineer

**BR+A CONSULTING ENGINEERS**

2600 Douglas Road,
Suite 1100
Coral Gables, FL 33134
305.529.1515
brplusa.com

September 9, 2021

Mr. Manny Z. Lopez, PE
Building Official
City of Coral Gables
Development Services Department
405 Biltmore Way
Coral Gables, FL 33134

Ref: Douglas Entrance
40 YR Certification Building 1
La Puerta del Sol North and South Wing
Folio # 34-1080-0400-20
800 Douglas Rd.
Coral Gables, Florida

Dear Mr. Lopez:

In response to the City's request for clarification of the letter/report dated September 9, 2021 by Carlos Jimenez PE, The building, although not suitable for recertification, it does not pose an immediate threat to life and may continue occupancy until repairs are completed.

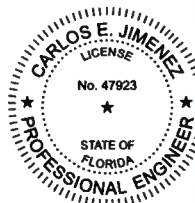
Repairs should not exceed 180 days. If more time is needed, a determination on the acceptance of continued occupancy will again be evaluated.

We thank you in advance for your cooperation on this and please feel free to contact us if you have any questions.

Very truly yours,

BR+A CONSULTING ENGINEERS, LLC

Carlos Jimenez, PE
Principal



Digitally signed by Carlos Jimenez
DN: E=cjimenez@brplusa.com,
CN=Carlos Jimenez, O="Bard,
Rao + Altman Consulting
Engineers, LLC", L=Brighton,
S=Massachusetts, C=US
Reason: I am approving this
document
Date: 2021.09.09 16:24:34-04'00'

K:\Jobs\3127700.QJ\DOCS\Douglas Entrance 40 YR Certification Building 1 Status_CEJ_20210909.docx



DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES

MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED

Date: 7/6/21

INSPECTION COMPLETED

Date: 7/6/21

INSPECTION MADE BY: BR+A Consulting Engineers

SIGNATURE: 

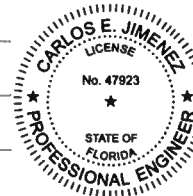
PRINT NAME: Carlos Jimenez, PE

TITLE: Principal/Electrical Engineer

ADDRESS: 2600 Douglas Rd, Suite 1100
Coral Gables, FL 33134

DESCRIPTION OF STRUCTURE

- a. Name on Title: BANYAN ST GAP DOUGLAS ENT OWN LLC
- b. Street Address: 800 Douglas Rd, Coral Gables, FL 33134
- c. Legal Description: 8 54 41 6.20 A/C M/L REV PL OF DOUGLAS SEC PB 32-34 BLKS 1-2-3-4 & LOT K THAT PT PONCE DE LEON CIR & GALIANO CT & CALABRIA CT CLOSED PER ORD #992 LESS BEG SE COR OF BLK 3
- d. Owner's Name: BANYAN ST GAP DOUGLAS ENT OWN LLC
- e. Owner's Mailing Address: 777 BRICKELL AVE STE 1100, MIAMI, FL 33131
- f. Folio Number of Property on which Building is Located: 03-4108-040-0020 – BLDG 1
- g. Building Code Occupancy Classification: 1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
- h. Present Use: OFFICE BUILDING
- i. General Description, Type of Construction, Size, Number of Stories, and Special Features CONCRETE BLOCK AND WOODEN STRUCTURE, THREE (3) STORIES WITH ARCHITECTURAL ARCH JOINING THE NORTH AND SOUTH WINGS.
- j. Additional Comments:



Digitally signed by Carlos Jimenez
DN: E=cjimenez@brplusa.com, CN=Carlos Jimenez, O="Bard, Rao + Athanas Consulting Engineers, LLC", L=Brighton, S=Massachusetts, C=US
Reason: I am approving this document
Date: 2021.09.09 16:12:27-04'00'

NORTH WING BUILDING**MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL
SYSTEMS OF FORTY (40) YEAR STRUCTURES****1. ELECTRIC SERVICE****Service #1:**

1. Size: Amperage (800) Fuses (x) Breakers ()

2. Phase: Three Phase (x) Single Phase ()

3. Condition: Good (x) Fair () Needs Repair ()

Comments: House Panel missing panel directory
240V, 3ph system with high leg at Phase "B". No deficiencies were observed in this service.

Service #2:

1. Size: Amperage (100) Fuses (x) Breakers ()

2. Phase: Three Phase (x) Single Phase ()

3. Condition: Good (x) Fair () Needs Repair ()

ELEVATOR MAIN

Comments:

240V, 3ph system with high leg at Phase "B". No deficiencies were observed in this service.

3. METER AND ELECTRIC ROOM

1. Clearances: Good (X) Fair () Requires Correction ()

Comments:

Electrical room was found to be in good condition and appropriate electrical equipment clearances

4. GUTTERS

LOCATION: N/A Good (x) Requires Repair ()

Comments:	No gutters were observed

6. TAPS AND FILL

Good (x) Requires Repair ()

COMMENTS: They appear to be in good condition

7. ELECTRICAL PANELS

1. Panel	MDP2-1:	LOCATION: North Wing Main Elec. Room 1 st Floor
	Good (X)	Needs Repair ()
2. Panel	P2/HA:	LOCATION: North Wing Main Elec. Room 1 st Floor
	Good (X)	Needs Repair ()
3. Panel	P2/31:	LOCATION: Third Floor Backroom Food Preparation Area
	Good (X)	Needs Repair ()
4. Panel	P2/32:	LOCATION: Main Ballroom Electrical Room
	Good (X)	Needs Repair ()
5. Panel	House Panel:	LOCATION: North Wing Main Elec. Room 1 st Floor
	Good ()	Needs Repair (x)

Comments:

House panel cover missing. Requires replacement.

8. BRANCH CIRCUITS:

1. Identified: Yes () Must be identified (x)
2. Conductors: Good (x) Deteriorated () Must be replaced ()

Comments: Multiple j-boxes with exposed wiring and lack of covers. Multiple panels missing labeled panel directories indicating load served.

6. GROUNDING OF SERVICE:

Good (x) Repairs Required ()

Comments: Grounding for appears to be in good condition.

7. GROUNDING OF EQUIPMENT:

Good (X) Repairs Required ()

Comments:

Equipment grounding appears to be in good condition and properly installed at the time of inspection.

No deficiencies were observed.

8. SERVICE CONDUITS/RACEWAYS:

Good () Repairs Required (X)

Comments:

Unsupported or improperly supported raceways need to be fixed.

9. SERVICE CONDUCTOR AND CABLES:

Good (x) Repairs Required ()

Comments:

Conductors and Cables appear to be in good condition. No deficiencies were observed.

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	()	Repairs Required	(x)
Conduit PVC:	Good	(x)	Repairs Required	()
NM Cable:	Good	()	Repairs Required	()
BX Cable:	Good	()	Repairs Required	()

COMMENTS: Unsupported or improperly supported raceways need to be fixed.

11. FEEDER CONDUCTORS:

Good (x) Repairs Required ()

Comments: Conductors and Cables appear to be in good condition. No deficiencies were observed.

12. EMERGENCY LIGHTING:

Good (x) Repairs Required ()

Comments:

Emergency lighting units need to be verified for proper operation.

13. BUILDING EGRESS ILLUMINATION:

Good (x) Repairs Required ()

Comments:

All building lights on egress were functioning, and observed in good conditions. Level of illumination appears to be appropriate in conjunction with the emergency lights.

14. FIRE ALARM SYSTEM:

Good (x) Repairs Required ()

Comments:

A Fire Alarm Terminal Cabinet is located in the building (North Wing) and it is fed from the Main Fire Alarm Control Panel located in the room adjacent to the Main Electrical Room. All fire alarm devices observed were found to be fully functioning and tested recently by the fire marshal inspector.

15. SMOKE DETECTORS:

Good (x) Repairs Required ()

Comments:

Smoke detectors are visually observed and generally appear to be in good condition.

16. EXIT LIGHTS:

Good () Repairs Required (x)

Comments:

Inoperative exit sign needs to be replaced.

17. EMERGENCY GENERATOR:

N/A Good () Repairs Required ()

Comments:

There is no emergency generator in the property. Not applicable.

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

Require Additional

Good

(x)

Repairs Required

()

Comments: Parking garages shared by both building north and south wings. No visible or exposed damaged conductors and conduits were observed.

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Require Additional

Good

()

Repairs Required

(x)

Comments: Minimum lighting levels in open parking lot deficient.

20. SWIMMING POOL WIRING:

Good

()

Repairs Required

()

Comments:

There is no swimming pool in this property. Not applicable.

21. WIRING TO MECHANICAL EQUIPMENT:

Good

(x)

Repairs Required

()

Comments: Conductors and Cables appear to be in good condition. No deficiencies were observed.

22. GENERAL ADDITIONAL COMMENTS:

No additional comments are required.

SOUTH WING BUILDING

MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

1. ELECTRIC SERVICE

Service #1

1. Size: Amperage () Fuses (x) Breakers ()

2. Phase: Three Phase (x) Single Phase ()

3. Condition: Good (x) Fair () Needs Repair ()

Comments: Service #1 feeds the MDP-1 which includes multiple Mains as follows:

Main 1 of 3: 200A, 3ph Fused

Main 2 of 3: 200A, 3ph Fused

Main 3 of 3: 200A, 3ph Fused

Service #2

1. Size: Amperage (1200) Fuses (x) Breakers ()

2. Phase: Three Phase (x) Single Phase ()

3. Condition: Good (x) Fair () Needs Repair ()

COMMENTS: Service #2 feeds panel MDP-2

Service #3

4. Size: Amperage (100) Fuses (x) Breakers ()

5. Phase: Three Phase (x) Single Phase ()

6. Condition: Good (x) Fair () Needs Repair ()

COMMENTS: Elevator D.S. is a heavy rated switch and feeds the elevator

2. METER AND ELECTRIC ROOM

1. Clearances: Good (x) Fair () Requires Correction ()

Comments:

3. GUTTERS

Location: South Wing Main Electrical Room

Good (x) Requires Repair ()

4. TAPS AND FILL

Taps and Fill: Good () Not Applicable (x)

Comments: No taps were found.

4. ELECTRICAL PANELS

1. Panel House Panel Location: Main Elec. Room 1st Floor

 Good (x) Needs Repair ()

2. Panel MDP#1 Location: Main Elec. Room 1st Floor

 Good (x) Needs Repair ()

3. Panel MDP#2 Location: Elec Room 2nd Floor

 Good (x) Needs Repair ()

4. Panel A, B, & C Location: Throughout building

 Good (x) Needs Repair ()

5. Panel #()

 Good () Needs Repair ()

Comments:

Even though, all electrical panels are old, and some of them aged, they appear to be in good condition with no visible damage or code violation. However, it is recommended that the existing electrical distribution system composed of several distribution panels and satellite panels be upgraded in the future for a more reliable system

5. BRANCH CIRCUITS:

3. Identified: Yes () Must be identified (x)

4. Conductors: Good (x) Deteriorated () Must be replaced ()

Comments:

House panel missing load directory identifying branch circuit loads served.

6. GROUNDING SERVICE:

Good (x) Repairs Required ()

Comments:

Grounding appears to be in good condition.

7. GROUNDING OF EQUIPMENT:

Good (x) Repairs Required ()

Comments:

Equipment grounding appears to be in good condition and properly installed at the time of inspection. No deficiencies were observed.

8. SERVICE CONDUITS/RACEWAYS:

Good (x) Repairs Required ()

Comments:

Service conduits penetrate wall and enter FPL Vault back to back with the Main Electrical Room. No deficiencies were observed

9. SERVICE CONDUCTOR AND CABLES:

Good (x) Repairs Required ()

Comments: Conductors and Cables appear to be in good condition. No deficiencies were observed

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	(x)	Repairs Required	()
Conduit PVC:	Good	(x)	Repairs Required	()
NM Cable:	Good	()	Repairs Required	()
BX Cable:	Good	()	Repairs Required	()

COMMENTS: Wiring methods were observed appear to generally be in good condition.

11. FEEDER CONDUCTORS:

Good	(x)	Repairs Required	()
------	-------	------------------	-----

Comments: Conductors and Cables appear to be in good condition. No deficiencies were observed

12. EMERGENCY LIGHTING:

Good	(x)	Repairs Required	()
------	-------	------------------	-----

Comments: The building is provided with emergency light units (bug eye wall units) in all means of egress.

13. BUILDING EGRESS ILLUMINATION:

Good	(x)	Repairs Required	()
------	-------	------------------	-----

Comments: All building on egress were functioning and observed in good condition. Level of illumination appears to be appropriate in conjunction with the emergency lights.

14. FIRE ALARM SYSTEM:

Good (x) Repairs Required ()

Comments:

Main Fire Alarm Control Panel is located in room adjacent to Main Electrical Room in this building.
A fire Alarm Terminal Cabinet is located in the North Wing Building. All fire alarm devices observed were found to be fully functioning and tested recently by the fire marshal inspector.

15. SMOKE DETECTORS:

Good (x) Repairs Required ()

Comments:

Smoke detectors are located in all corridors and critical areas. Smoke detectors were visually observed and generally appear to be in good condition.

16. EXIT LIGHTS:

Good (x) Repairs Required ()

Comments: All exit lights in mean of egress were observed fully functioning and in good condtion.

17. EMERGENCY GENERATOR:

Good () Repairs Required ()

Comments: There is no emergency generator in the property. Not applicable.

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

Require Additional

Good

(x)

Repairs Required

()

Comments: Parking garage is shared by both building north and south wings. No visible or exposed damaged conductors and conduits were observed.

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Require Additional

Good

()

Repairs Required

(x)

Comments:

Minimum lighting levels in open parking lot deficient.

20. SWIMMING POOL WIRING:

Good

()

Repairs Required

()

Comments:

There is no swimming pool in this property. Not applicable.

21. WIRING TO MECHANICAL EQUIPMENT:

Good

(x)

Repairs Required

()

Comments:

Conductors and Cables appear to be in good condition. No deficiencies were observed.

22. ADDITIONAL COMMENTS:



City of Coral Gables
Development Services

OFFICE SET



RC-21-08-8585

800 DOUGLAS RD #

Folio #: **03-4108-040-0020**

Permit Description: BUILDING

RECERTIFICATION (YEAR BUILT 1971)

BUILDING-1 (ONE) & SURFACE PARKING LOT.

EL _____

ME _____

PL _____

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING		
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/>		
<input type="checkbox"/> OWNER BUILDER		

R
R

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of/or results from these plans.
THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

APPROVAL OF THIS SET OF PLANS DOES NOT CONSTITUTE APPROVAL OF ANY STRUCTURE OR CONDITION NOT IN COMPLIANCE WITH ANY APPLICABLE CODES

**Special Inspector required
for the following:**

- ☐ Special Inspector for PILING
- ☐ Special Inspector for REINFORCED MASONRY
- ☐ Special Inspector for _____



September 3, 2021

To: Mr. Manny Z. Lopez, PE
Building Official
City of Coral Gables Development Services Department
405 Biltmore Way
Coral Gables, FL 33134

Re: Douglas Entrance
40 YR Certification Building 2 Folio# 03-4108-040-0020
West Building
800 Douglas Rd.
Coral Gables, Florida

Dear Mr. Lopez,

Our firm completed the 40-Year Certification - Structural for the above-mentioned property. The enclosed report of the required structural inspections was completed on May 28, 2021.

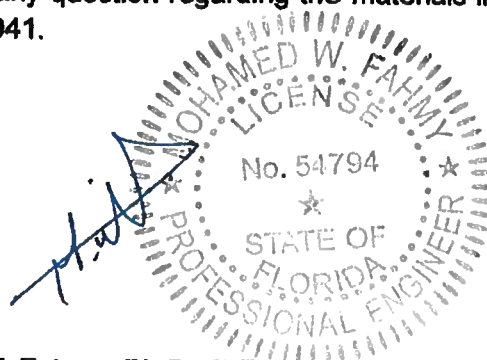
I hereby certify that the building, as it related to structural elements, is safe for its intended occupancy and use.

As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and belief, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible.

It is our recommendation that this building be granted re-certification for continued use under its present occupancy.

If you have any question regarding the materials in this report, please feel free to contact us at (305) 321-2041.

Sincerely;



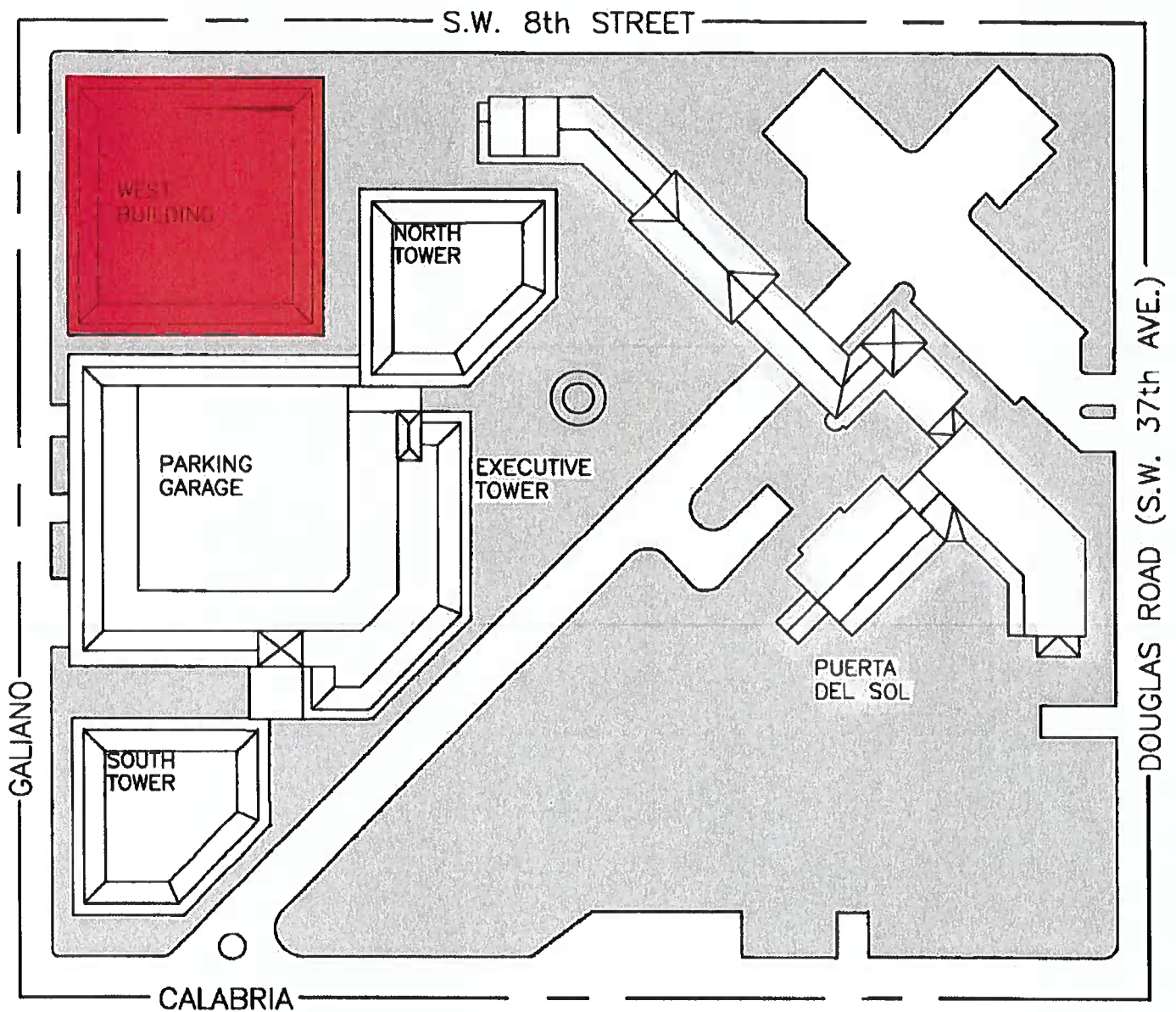
Mohamed W. Fahmy, Ph.D., P.E.
Florida Registration License No 54794
Special Inspector License Number: 6998918

SITE PLAN

West Building - Building 2

800 Douglas Road, Coral
Gables, Florida 33134

id
insight
design
2930 Northeast
2nd Court
Miami, Florida
33137
305.545.4964



N.T.S.

February 12th, 2013

Douglas Entrance

Key Plan





**BUILDING & NEIGHBORHOOD
COMPLIANCE DEPARTMENT**

**MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION**

INSPECTION COMMENCED

Date: 05/28/2021

INSPECTION COMPLETED

Date: 05/28/2021

No deficiencies
has been found.

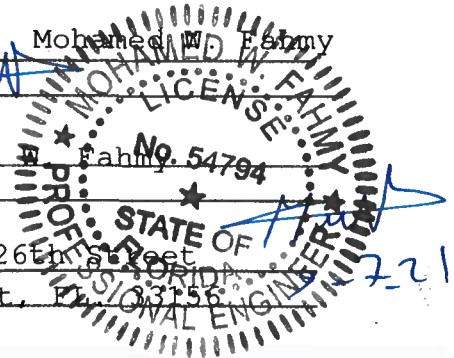
INSPECTION MADE BY: Mohamed W. Fahmy

SIGNATURE: [Signature]

PRINT NAME: Mohamed W. Fahmy

TITLE: President

ADDRESS: 7255 SW 126th St, Suite 200
Pinecrest, FL 33156

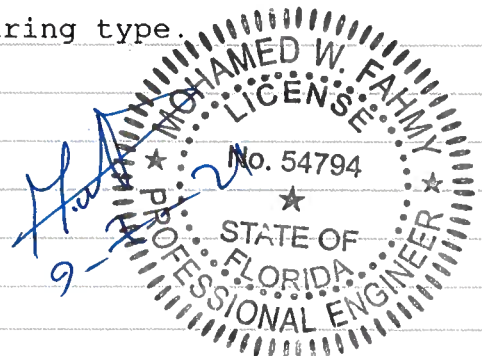


1. DESCRIPTION OF STRUCTURE

- a. Name on Title: Banyan Street/GAP Douglas Entrance Owner, LLC
- b. Street Address: 800 Douglas Road, Coral Gables, FL 33134. West Building fka Annex
- c. Legal Description: 85441 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.
- d. Owner's Name: Banyan ST Gap Douglas Ent Own LLC
- e. Owner's Mailing Address: 80 SW 8TH ST SUITE 2200, Miami, FL.33130
- f. Folio Number of Property on which Building is Located: 03-4108-040-0020
- g. Building Code Occupancy Classification: Commercial
- h. Present Use:
- i. General Description, Type of Construction, Size, Number of Stories, and Special Features

Additional Comments:

The building is an office building that has a ground floor with a basement in one area, a second floor and a roof. The second floor and the roof consist of concrete slab that are supported on precast concrete joists. The precast concrete joists are supported on poured in-site concrete beams. Concrete beams are supported on concrete columns. Columns are supported on isolated footings. The ground slab is a concrete slab on grade. The small basement portion has a concrete retaining wall. All masonry walls are non-bearing type.



Additions to original structure:

2. PRESENT CONDITION OF STRUCTURE

a. General alignment (not good, fair, poor, explain if significant)

1. Bulging Good

2. Settlement Good

3. Defections Good

4. Expansion Good

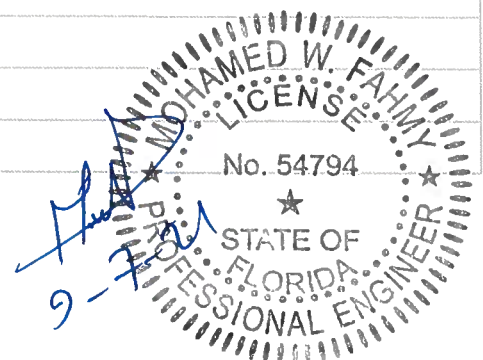
5. Contraction Good

b. Portion showing distress (Note, beams, columns, structural walls, floors, roofs, other)

N/A

c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration & stains.

N/A



d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2 mm.

All reported cracks in our initial inspection are Medium or fine and have been repaired.

e. General extent of deterioration – cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attack in wood.

f. Previous patching or repairs

g. Nature of present loading indicate residential, commercial, other estimate magnitude.

Office Building.

3. INSPECTIONS

a. Date of notice of required inspection April 25, 2016

b. Date(s) of actual inspection May 27, 2016

c. Name and qualifications of individual submitting inspection report: Mohamed W. Fahmy

d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures

e. Structural repair-note appropriate line:

1. None required

2. Required (describe and indicate acceptance)f

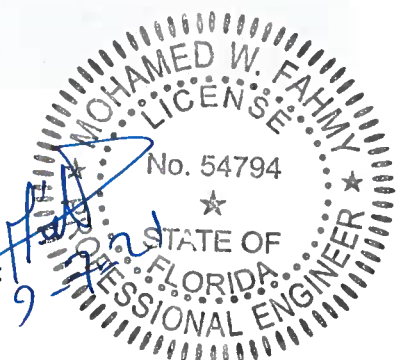
All damages in exterior walls, basement slab, concrete beams have been repaired. New steel beams that support the A/C equipment have been replaced. New two steel guard rail at 42" height have been installed.

4. SUPPORTING DATA

a. _____ sheet written data

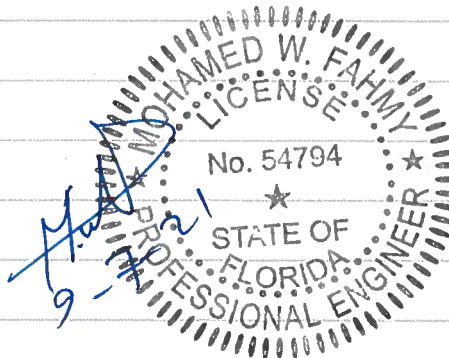
b. _____ See Pictures _____ photographs

c. _____ drawings or sketches:



5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:

a. Concrete masonry units	Good
b. Clay tile or terra cotta units	
c. Reinforced concrete tie columns	Good
d. Reinforced concrete tie beams	Good
e. Lintel	Good
f. Other type bond beams	
g. Masonry finishes - exterior	
1. Stucco	Good
2. Veneer	
3. Paint only	
4. Other(describe)	
h. Masonry finishes - interior	
1. Vapor barrier	
2. Purring and plaster	
3. Paneling	
4. Paint only	
5. Other (describe)	
i. Cracks:	
1. Location - note beams, columns, other	All cracks in basement slab, exterior masonry Walls, concrete beams that support the screen around the A/C equipment have been repaired.
2. Description	
j. Spalling:	
1. Location - note beams, columns, other	
2. Description	
k. Rebar corrosion-check appropriate line:	
(x) 1. None visible	
2. Minor-patching will suffice	
3. Significant-but patching will suffice	
4. Significant-structural repairs required	



I. Samples chipped out for examination in spall areas:

1. No. (x)

2. Yes - describe color, texture, aggregate, general quality

6. FLOOR AND ROOF SYSTEM

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition. Flat, Concrete slab on pre-cast concrete joists. Good.

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support: A/C equipment are supported on steel frames that are badly damaged and require repairs. The screen concrete Beams and Walls require repairs.

3. Note types of drains and scuppers and condition: Good

b. Floor system(s)

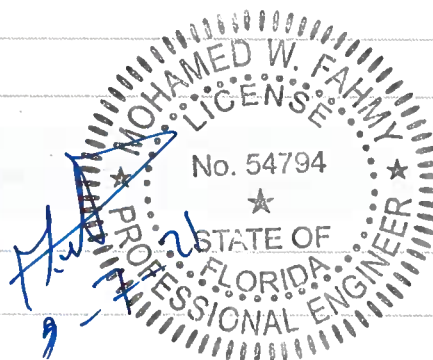
1. Describe (type of system framing, material, spans, condition) Concrete slab on pre-cast concrete joists. Good.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

7. STEEL FRAMING SYSTEM

a. Description

N/A



CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS
IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY

DATE: 05/28/2021


Re: Case No. FYear: 2021

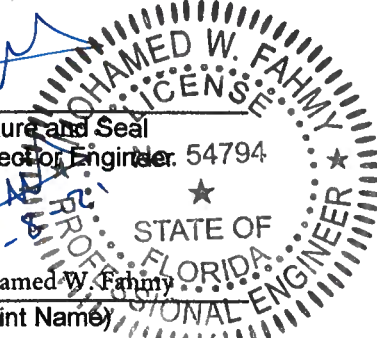
Property Address: 800 Douglas Road, Coral Gables, FL 33134. West (Annex) Building Bldg. No.: 2, Sq. Ft.: _____ Building

Description: 85441 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.

I am a Florida registered professional engineer or architect with an active license. On May 28, 2021, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☒ The parking lot(s) is not adjacent to or abutting a canal, lake or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles **are not** protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.



Signature and Seal
of Architect or Engineer. 54794

9-8-21

Mohamed W. Fahmy
(Print Name)



Digitally signed by Carlos Jimenez
DN: E=cjimenez@brplusa.com,
CN=Carlos Jimenez, O="Bard,
Rao & Athanas Consulting
Engineers, LLC", L=Brighton,
S=Massachusetts, C=US
Reason: I am approving this
document
Date: 2021.09.09 16:09:25-04'00'

WEST/ANNEX BUILDING**MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES****1. ELECTRIC SERVICE****Service #1:**

1. Size: Amperage (800) Fuses () Breakers (x)
2. Phase: Three Phase (x) Single Phase ()
3. Condition: Good (x) Fair () Needs Repair ()

Comments: 800A, 277/480V with enclosed circuit breaker main.
No deficiencies were observed in this service.

Service #2:

1. Size: Amperage (600) Fuses () Breakers (x)
2. Phase: Three Phase (x) Single Phase ()
3. Condition: Good (x) Fair () Needs Repair ()

ELEVATOR MAIN

Comments: 600A, 277/480V with enclosed circuit breaker main.
No deficiencies were observed in this service.

3. METER AND ELECTRIC ROOM

1. Clearances: Good (X) Fair () Requires Correction ()

Comments:

Electrical room was found to be in good condition and appropriate electrical equipment clearances

4. GUTTERS

LOCATION: N/A Good (x) Requires Repair ()

Comments: No gutters were observed

6. TAPS AND FILL

Good (x) Requires Repair ()

COMMENTS: They appear to be in good condition

7. ELECTRICAL PANELS

1. Panel ADP2A: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

2. Panel AMH2A: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

3. Panel AH2A: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

4. Panel AL2D: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

5. Panel AL2C: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

6. Panel AL2B: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

7. Panel AL2A: LOCATION: Level 02 Elec. Room

Good (X) Needs Repair ()

8. Panel ADP1A: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

9. Panel AH1A: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

10. Panel AEH1A: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

11. Panel AEL1A: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

12. Panel AMH1A: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

13. Panel AL1D: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

13. Panel AL1C: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

13. Panel AL1B: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

13. Panel AL1A: LOCATION: Level 01 Elec. Room

Good (X) Needs Repair ()

Comments:

All panels were in good condition with no visible damages or code violation at the time of the inspection

8. BRANCH CIRCUITS:

1. Identified: Yes (x) Must be identified ()
2. Conductors: Good (x) Deteriorated () Must be replaced ()

Comments: Branch circuits were adequately identified in each panel.

6. GROUNDING OF SERVICE:

Good (x) Repairs Required ()

Comments: Grounding for appears to be in good condition.

7. GROUNDING OF EQUIPMENT:

Good (X) Repairs Required ()

Comments:

Equipment grounding appears to be in good condition and properly installed at the time of inspection.

No deficiencies were observed.

8. SERVICE CONDUITS/RACEWAYS:

Good (X) Repairs Required ()

Comments:

All conduits and raceways appeared to be adequately installed and supported.

9. SERVICE CONDUCTOR AND CABLES:

Good (x) Repairs Required ()

Comments:

Conductors and Cables appear to be in good condition. No deficiencies were observed.

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	(x)	Repairs Required	()
Conduit PVC:	Good	(x)	Repairs Required	()
NM Cable:	Good	()	Repairs Required	()
BX Cable:	Good	()	Repairs Required	()

COMMENTS:

11. FEEDER CONDUCTORS:

Good (x) Repairs Required ()

Comments: Conductors and Cables appear to be in good condition. No deficiencies were observed.

12. EMERGENCY LIGHTING:

Good (x) Repairs Required ()

Comments:

Standard lighting connected to emergency generator circuits appeared to be functioning correctly.

13. BUILDING EGRESS ILLUMINATION:

Good (x) Repairs Required ()

Comments:

All building lights on egress were functioning, and observed in good conditions. Level of illumination appears to be appropriate in conjunction with the emergency lights.

14. FIRE ALARM SYSTEM:

Good (x) Repairs Required ()

Comments:

All fire alarm devices observed were found to be fully functioning and tested recently by the fire marshal inspector.

15. SMOKE DETECTORS:

Good (x) Repairs Required ()

Comments: Smoke detectors are visually observed and generally appear to be in good condition.

16. EXIT LIGHTS:

Good (x) Repairs Required ()

Comments:

Exit signs were observed to be fully functioning and in good condition.

17. EMERGENCY GENERATOR:

Good (x) Repairs Required ()

Comments:
100 kW, 277/480V generator located outside the building, with integral 150A breaker.

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

Not Applicable

(x)

Repairs Required

()

Comments: Parking garage shared by other buildings within property not covered in this report.

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Not Applicable

(x)

Repairs Required

(x)

Comments: Parking garage shared by other buildings within property not covered in this report.

20. SWIMMING POOL WIRING:

Good

()

Repairs Required

()

Comments:

There is no swimming pool in this property. Not applicable.

21. WIRING TO MECHANICAL EQUIPMENT:

Good

(x)

Repairs Required

()

Comments: Conductors and Cables appear to be in good condition. No deficiencies were observed.

22. GENERAL ADDITIONAL COMMENTS:

No additional comments are required.

SD:rs:vc:mb:js:jg:rtc1:10/12/2015:40yrtrackingsystem



City of Coral Gables
Development Services

OFFICE SET



RC-21-09-6282

800 DOUGLAS RD # WEST BUILDING

Folio #: **03-4108-040-0020**

Permit Description: BUILDING
RECERTIFICATION (YEAR BUILT 1971)
BUILDING-2 (TWO) WEST BUILDING

EL _____

ME _____

PL _____

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING	<i>UJF</i>	<i>12/13/21</i>
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/>		
<input type="checkbox"/> OWNER BUILDER		

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of/or results from these plans.
THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

APPROVAL OF THIS SET OF PLANS DOES NOT CONSTITUTE APPROVAL OF ANY STRUCTURE OR CONDITION NOT IN COMPLIANCE WITH ANY APPLICABLE CODES

**Special Inspector required
for the following:**

- ☐ Special Inspector for PILING
- ☐ Special Inspector for REINFORCED MASONRY
- ☐ Special Inspector for _____