

*** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 5/31/2017 5:00:32 PM.***

**In the Circuit Court of the Seventeenth Judicial Circuit
In and for Broward County, Florida**

SOUTH FLORIDA CONSTRUCTION ASSOCIATES INC ; US BANK
NATIONAL ASSOCIATION
Plaintiff

CACE-12-021902
Division. 04

VS.

CABOT E BRWD 1 LLC , et al
Defendant

Certificate of Title

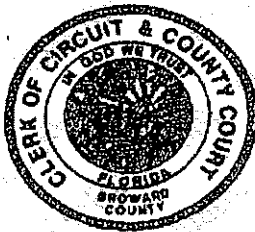
The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on May 16, 2017, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida

- SEE ATTACHMENT -

Was sold to: GCCFC 2006-GG7 EAST BROWARD, LLC, a Florida limited liability company
C/O LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami, FL, 33139

Witness my hand and the seal of this court on May 31, 2017.



Brenda D. Forman, Clerk of Circuit Courts
Broward County, Florida

Total consideration: \$55,100.00

Doc Stamps: \$385.70

EXHIBIT "1"

the real property described in Exhibit A attached hereto (the "Premises") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements") including, without limitation, (i) all right, title and interest of Borrower, as tenant and otherwise, in, to and under that certain Ground Lease by and between Borrower and New York Life Insurance Company, a New York mutual insurance company ("Ground Lessor") dated as of even date herewith (together with all amendments or modifications thereof permitted hereunder, the "Ground Lease") and (y) that certain Agreement dated May 14th, 1979, among the City of Fort Lauderdale, the Downtown Development Authority of the City of Fort Lauderdale and Corporate Center Associates, Inc., as amended by that certain Amendment to Parking Agreement dated November 24, 1997, among the City of Fort Lauderdale, the Downtown Development Authority of the City of Fort Lauderdale and Corporate Center Associates, Ltd., as amended by that certain Second Amendment to Parking Agreement dated July 20, 2001, between the City of Fort Lauderdale and One Corporate Center, L.P. (collectively, the "Parking Agreement"; (ii) all right, title and interest of Borrower, as landlord and otherwise, in, to and under that certain Master Lease Agreement dated as of or about the date hereof, by and between Borrower and Master Tenant (as may be hereafter modified or amended from time to time, the "Master Lease"), pursuant to which the Borrower has leased the Premises to Master Tenant, and (iii) all right, title and interest of Master Tenant, as tenant and otherwise, in, to and under the Master Lease and otherwise in and to the Premises and Improvements (collectively, the "Master Leasehold Estate");

TOGETHER WITH: all right, title, interest and estate of Mortgagor now owned, or leased or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements and the Master Leasehold Estate, together with the following property, rights, interests and estates being hereinafter described are collectively referred to herein as the "Property");

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, equipment, fixtures (including but not limited to all heating, ventilation, air conditioning, plumbing, lighting, communications and elevator fixtures) and other

property of every kind and nature, whether tangible or intangible, whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment 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 (the "Uniform Commercial Code") superior in lien to the lien of this Mortgage;

(c) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(d) all leases and subleases (including, without limitation, all guarantees, letter of credit rights and other supporting obligations in respect thereof) and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (the "Leases") and all rents, rent equivalents (including room revenues, if applicable), moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts (including deposit accounts), cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid or payable to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements (the "Rents"), together with 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, including without limitation (i) all of Borrower's right, title and interest in, to and under the Master Lease and all Rents received by or paid to or for the account of or benefit of Borrower thereunder; and (ii) all of Master Tenant's right, title and interest in, to and under the Leases (including, without limitation, those constituting subleases) and all Rents received by or paid to or for the account of or benefit of Master Tenant thereunder;

(e) subject to the terms of Section 3 below, all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property or any part thereof;

(f) all accounts, escrows, reserves, documents, records, instruments, chattel paper (including both tangible chattel paper and electronic chattel paper), claims, financial

assets, investment property, letter of credit rights, supporting obligations, deposits and general intangibles (including payment intangibles and software), as the foregoing terms are defined in the Uniform Commercial Code; and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, franchises, management agreements, contracts, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Property), approvals, actions, refunds or real estate taxes and assessments (and any other governmental impositions related to the Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, management, improvement, alteration, repair, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

(g) all rights which Mortgagor now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Property or any part thereof;

(h) all rights of Borrower in the leasehold estate created by the Ground Lease, and all modifications, extensions and renewals of the Ground Lease and all credits, deposits (including, without limitation, any deposit of cash or securities or any other property which maybe held to secure, Borrower's performance of its respective obligations under the Ground Lease), options, privileges and rights of Borrower as lessee under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms and all purchase options, rights of first refusal and/or other rights of Borrower to acquire the fee estate of the Ground Lessor pursuant to the terms of the Ground Lease (if applicable), and all the estate, right, title, claim or demand whatsoever of Borrower either in law or in equity, in possession or expectancy of, in and to the Property or any part thereof;

(i) all rights of Borrower under the Master Lease and all modifications, extensions and renewals of the Master Lease and all credits, deposits (including, without limitation, any deposit of cash or securities or any other property which may be held to secure Master Tenant's performance of its obligations under the Master Lease), options, privileges and rights of Master Tenant as lessee under the Master Lease, including, but not limited to, the right, if any, to renew or extend the Master Lease for a succeeding term or terms, and all the estate, right, title, claim or demand whatsoever of Master Tenant either in law or in equity, in possession or expectancy of, in and to the Property or any part thereof;

(j) any and all proceeds and products of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Debt and the performance of Mortgagor's obligations under the Loan Documents, including (without limitation) the Tax and Insurance Escrow Fund (hereafter defined), the Replacement Reserve Fund (hereafter defined), the Ground Rent Reserve Fund (hereafter defined), the Clearing Account, the Deposit Account and the Collateral Accounts (each as defined in the Cash Management Agreement dated as of the date hereof by and between Mortgagor, Property Manager (as defined herein) and Mortgagee (the "Cash Management Agreement")), and any other escrows set forth in the Loan Documents;

(k) all accounts receivable, contract rights, interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Property or any part thereof; and

(l) all rights which Mortgagor now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' and paralegals' fees and disbursements) relating to the Property or any part thereof.

EXHIBIT "A"

Defendants' Fee Simple Interest In Parcel 2 below, and their respective Leasehold Interest in Parcel 1, below, SITUATED IN THE COUNTY OF BROWARD, STATE OF FL, described as follows:

PARCEL 1: (GROUND LEASEHOLD)

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND THE WEST 1 INCH OF LOT 18, SPERRY'S SUBDIVISION OF BLOCK "C" OF STRANAHAN'S SUBDIVISION OF LOTS 13 TO 18, INCLUSIVE, IN BLOCK 14, FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS RIGHT-OF-WAY, ALL MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE DUE NORTH 5.00 FEET TO THE POINT OF BEGINNING AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.E. 1ST STREET; THENCE NORTH 09° 53' 00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 320.04 FEET TO A POINT; THENCE NORTH 44° 56' 30" WEST A DISTANCE OF 28.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S.E. 1ST AVENUE; THENCE DUE NORTH, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 188.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BROWARD BOULEVARD AND A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 17099.86 FEET, A CENTRAL ANGLE OF 0° 49' 30", AN ARC DISTANCE OF 246.20 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15390.40 FEET, A CENTRAL ANGLE OF 0° 20' 58" AND AN ARC DISTANCE OF 93.90 FEET TO A POINT; THENCE DUE SOUTH, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 80.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 89° 53' 00" EAST, ALONG THE SAID NORTH LINE, A DISTANCE OF 1 INCH; THENCE DUE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT 18, A DISTANCE OF 120 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF S.E. 1ST STREET; THENCE NORTH 89° 53' 00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1 INCH TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE BUILDINGS AND IMPROVEMENTS THEREON.

PARCEL 2:

THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING-DESCRIBED PROPERTY:

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND THE WEST 1 INCH OF LOT 18, SPERRY'S SUBDIVISION OF BLOCK "C" OF STRANAHAN'S SUBDIVISION OF LOTS 13 TO 18, INCLUSIVE, IN BLOCK 14, FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS RIGHT-OF-WAY, ALL MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE DUE NORTH 5.00 FEET TO THE POINT OF BEGINNING AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST 1ST STREET; THENCE NORTH 09° 53' 00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 320.04 FEET TO A POINT; THENCE NORTH 44° 56' 30" WEST A DISTANCE OF 28.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 1ST AVENUE; THENCE DUE NORTH, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 188.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BROWARD BOULEVARD AND A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 17099.85 FEET, A CENTRAL ANGLE OF 0° 49' 30", AN ARC DISTANCE OF 246.20 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15390.40 FEET, A CENTRAL ANGLE OF 0° 20' 58" AND AN ARC DISTANCE OF 93.90 FEET TO A POINT; THENCE DUE SOUTH, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 80.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 89° 53' 00" EAST, ALONG THE SAID NORTH LINE, A DISTANCE OF 1 INCH; THENCE DUE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT 18, A DISTANCE OF 120 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF S.E. 1ST STREET; THENCE NORTH 89° 53' 00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1 INCH TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS CREATED UNDER PARKING AGREEMENT ATTACHED AS EXHIBIT "A" TO AMENDMENT NO.

ONE TO LEASE AND PURCHASE AGREEMENT DATED MAY 14, 1979 AND RECORDED IN OFFICIAL RECORDS, BOOK 8252, PAGE 379, AS AFFECTED BY CERTIFICATE OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, FLORIDA DATED MARCH 17, 1981 AND RECORDED IN OFFICIAL RECORDS BOOK 9464, PAGE 23, AS AFFECTED BY AMENDMENT TO PARKING AGREEMENT DATED NOVEMBER 24, 1997, RECORDED JANUARY 15, 1998 IN OFFICIAL RECORDS, BOOK 27559, PAGE 406, AS AFFECTED BY ASSIGNMENT OF PARKING AGREEMENT DATED FEBRUARY 27, 1998, RECORDED FEBRUARY 27, 1998 IN OFFICIAL RECORDS BOOK 27783, PAGE 755, AND AS AFFECTED BY SECOND AMENDMENT TO PARKING AGREEMENT DATED JULY 20, 2001, RECORDED JULY 30, 2001 IN OFFICIAL RECORDS, BOOK 31917, PAGE 1072, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT DATED AUGUST 08, 2004 RECORDED AUGUST 10, 2004, OFFICIAL RECORDS, BOOK 37994, PAGE 101, ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.