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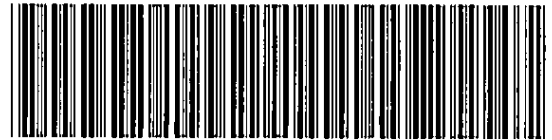
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DATE: 6/10/2021

NAME: ORANGEWOOD PROPERTIES LTD.

TYPE OF FILING: AMENDMENT

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AUTHORIZATION: ABBIE/PAUL HODGE



FOURTH AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF
ORANGEWOOD PROPERTIES LTD.

This Fourth Amendment (the "Amendment") to Agreement of Limited Partnership of Orangewood Properties Ltd., made as of June 8, 2021

WITNESSETH

We, the General Partner and Limited Partners of Orangewood Properties Ltd., a Florida limited partnership, (the "LP") hereby confirm and certify that the Agreement of Limited Partnership of Orangewood Properties Ltd., as previously amended (collectively, and as amended herein, the "LP Agreement"), has been further amended as follows:

WHEREAS, the LP is about to enter into a Loan with JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) ("Lender") and

WHEREAS, Lender requires that the following terms be incorporated into the limited partnership agreement (the "Limited Partnership Agreement") of the LP; and

WHEREAS, a certain Fee and Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement, and Mortgage Notes and related documents (collectively, the "Loan Documents") shall memorialize the terms of the Loan;

NOW THEREFORE, the following terms and conditions are hereby incorporated into the limited Partnership Agreement:

(a) The purpose for which the LP is organized shall be limited solely to (A) owning, holding, selling, leasing, transferring, exchanging, operating and managing the Mortgaged Property (as that term is defined in the Loan Documents), (B) entering into the Loan with the Lender, (C) refinancing the Mortgaged Property in connection with a permitted repayment of the Loan, and (D) transacting any and all lawful business for which a LP may be organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.

(b) The LP does not own and will not own any asset or property other than (i) the Mortgaged Property, and (ii) incidental personal property necessary for and used in connection with the ownership or operation of the Mortgaged Property.

(c) The LP will not engage in any business other than the ownership, management and operation of the Mortgaged Property.

(d) The LP will not enter into any contract or agreement with any affiliate of the LP, any constituent party of the LP, any owner of the LP, the Guarantors (as defined in the Loan Documents) or any affiliate or any constituent party of Guarantor, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties not affiliated with the LP or any constituent party of the LP or any owner of the LP.

(e) The LP has not incurred and will not incur any indebtedness, secured or unsecured, other than the Loan and debt (i) incurred in the ordinary course of business to vendors and suppliers of services to the Mortgaged Property, (ii) not secured by the Mortgaged Property, or any portion thereof, or by interests in the LP or any constituent entity thereof, and (iii) not accompanied by any rights to control or to obtain control of the LP or any constituent entity thereof. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Mortgaged Property, or any portion thereof, or by interests in the LP or any constituent entity thereof.

(f) The LP has not made and will not make any loans or advances to any entity or person (including any affiliate or any constituent party of LP or any owner of LP, any Guarantor or any affiliate or any constituent party of Guarantor), and shall not acquire obligations or securities of its affiliates or any constituent party.

(g) The LP is and will remain solvent and LP will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(h) The LP has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and the LP will not, nor will the LP permit any constituent party of the LP or any owner of the LP or any Guarantor to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of the LP or such constituent party or Guarantor without the written consent of Lender.

(i) The LP will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party. The LP's assets will not be listed as assets on the financial statement of any other entity. The LP shall have its own separate financial statement, provided, however, that the LP's assets may be included in a consolidated financial statement of its parent companies if inclusion on such a

consolidated statement is required to comply with the requirements of generally accepted accounting principles ("GAAP"), provided that such consolidated financial statement shall contain a footnote to the effect that the LP's assets are owned by the LP and that they are being included on the financial statement of its parent solely to comply with the requirements of GAAP, and further provided that such assets shall be listed on LP's own separate balance sheet. The LP shall maintain its books, records, resolutions and agreements as official records.

(j) The LP will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the LP, any constituent party of the LP, any Guarantor or, any affiliate or any constituent party of Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize separate telephone numbers, stationery, invoices and checks.

(k) The LP will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(l) Neither the LP nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger, in whole or in part, or the sale of material assets of the LP.

(m) The LP will not commingle the funds and other assets of the LP with those of any affiliate or any constituent party of the LP or any owner of the LP, any Guarantor, or any affiliate or any constituent party of Guarantor, or any other person, and will not participate in a cash management system with any such party.

(n) The LP will not commingle its assets with those of any other person or entity and will hold all of its assets in its own name.

(o) The LP will not guarantee or become obligated for the debts of any other entity or person and does not and will not hold itself out as being responsible for the debts or obligations of any other person.

(p) The LP shall allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate.

(q) The stationery, invoices and checks utilized by the LP or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being the LP's agent.

(r) The LP shall not pledge its assets for the benefit of any other person or entity, and other than with respect to the Loan.


(s) The LP shall correct any known misunderstanding regarding its separate identity.

(t) The LP shall not identify itself as a division of any other person or entity.


Any and all actions taken by any of the Limited Partners and General Partners of the LP in furtherance of the revisions sent out in this Amendment are hereby ratified, confirmed, and approved. Any provisions contained in the LP Agreement requiring the written or other consent of partners to these changes are hereby waived.

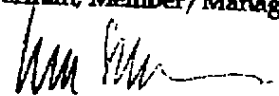
Agreed to and Accepted


Denise Silverman, Limited Partner


Constance Silverman, Limited Partner

Bay 34th Street LLC, General Partner

By 
Paul Silverman, Member/Manager

By 
Eric C. Silverman, Member/Manager