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Division of Corporations

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Florida Department of State
Division of Corporations
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Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : BROAD AND CASSEL (BOCA RATON)
Account Number : 076376001555
Phone : (561) 483-7000
Fax Number : (561) 483-7321

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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
PARK PLAZA ASSOCIATES, LTD.

Certificate of Status	0
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TALLAHASSEE, FLORIDA

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NO. 6342 P. 2

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**3rd AMENDMENT TO
AMENDED AND RESTATED CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP OF
PARK PLAZA ASSOCIATES, LTD.**

WHEREAS, PARK PLAZA ASSOCIATES, LTD. (the "Partnership"), was created pursuant to a Certificate and Agreement of Limited Partnership filed with the office of the Secretary of State of the State of Florida, on August 17, 1993; and

WHEREAS, said Certificate and Agreement of Limited partnership was thereafter amended by: a certain Amendment of Agreement of Limited Partnership filed with the Department of State of the State of Florida on February 2, 1994; a certain 2nd Amendment of Agreement of Limited Partnership filed with the Department of State of the State of Florida on dated March 20, 2012; and

WHEREAS, the Partners are desirous of amending the above Amended and Restated Certificate and Agreement of Limited Partnership of Park Plaza Associates, Ltd, as amended, (the "Agreement"), and this 3rd Amendment shall be hereinafter referred to as the "3rd Amendment".

NOW, THEREFORE, in consideration for the sum of \$1.00 and other good and valuable consideration, in hand paid, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. Except as may be expressly altered, deleted, amended or supplemented by this 3rd Amendment, all of the terms, provisions, and conditions of the Agreement shall remain in full force and effect. In the event of any conflict(s) between this 3rd Amendment and the Agreement, the provisions of this 3rd Amendment shall prevail and supercede any prior terms, conditions, and

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provisions of the Agreement, and this 3rd Amendment shall be deemed to be the valid and operative provision.

2. Section 3.8 Indemnification of General Partner and Partnership shall be deleted in its entirety and the following shall become Section 3.8 in its place and stead.

3.8 Indemnification of General Partner and Partnership. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any other Partner or party for any act performed or failure to act by it in good faith and within the scope of this Agreement unless such act or failure to act is attributable to gross negligence, malfeasance or fraud. The Partnership (but no partner individually) shall defend, indemnify and otherwise hold harmless the General Partner for any loss, damage, liability, cost or expense (including reasonable attorney's fees) arising out of any act or failure to act by the General Partner as long as such act or failure to act is in good faith, within the scope of this Agreement and is not attributable to gross negligence, malfeasance or fraud. With respect to any actual or threatened legal or equitable proceeding, including but not limited to, any lawsuit, claim, demand, dispute or controversy asserted or threatened against the General Partner, the Partnership shall be obligated to pay and advance the General Partner's reasonable expenses, including, but not limited to, the reasonable attorney's fees and costs it may incur in connection with any such actual or threatened legal or equitable proceeding. The rights, obligations and benefits conferred upon the General Partner pursuant to this provision shall extend to its officers, directors, authorized agents and shareholders.

i). The Partnership's obligation to pay and advance the General Partner's reasonable expenses (including reasonable attorney's fees and costs) in connection with any actual or threatened legal or equitable proceeding against the General Partner shall apply irrespective of the nature of the conduct alleged, threatened or actually asserted against the

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General Partner. So, by way of example, if any person or entity, including any Partner, whether in an individual or representative capacity, commences a legal or equitable proceeding against the General Partner where the General Partner is accused of fraud, gross negligence, bad faith, self-dealing or any other wrongful conduct, the Partnership shall be obligated to defend the General Partner in any such legal or equitable proceeding by paying and advancing the General Partner's reasonable expenses, including, but not limited to, the reasonable attorney's fees and costs it may incur in connection with such proceeding.

ii) The General Partner, on the other hand, shall indemnify and hold harmless the Partnership for any loss, damage, liability, cost or expense (including any reasonable attorney's fees advanced to the General Partner under §3.8) arising as a result of a final adverse adjudication by a court or other tribunal of competent jurisdiction establishing that the General Partner's acts or omissions were undertaken in bad faith and material to the adjudicated proceeding and, further, that the General Partner's conduct was, in fact, attributable to gross negligence, malfeasance or fraud. The General Partner's obligation to reimburse the Partnership under this provision is not triggered, however, until or unless there is a final adverse adjudication of any such legal or equitable proceeding, including exhaustion of any appeals.

3. Section 7.2.4 Loss of Partnership Interest by Non-Contributing Partner currently reads as follows:

7.2.4 Loss of Partnership Interest by Non-Contributing Partner. In the event a Non-Contributing Partner shall fail to make his proportionate additional capital contribution, as provided under Sections 7.2.1 et seq., and in the further event that the Contributing Partners shall make contributions on behalf of the Non-Contributing Partners pursuant to Section 7.2.3 above, then in such event, the Non-Contributing Partner's Partnership interest shall be reduced (and the Contributing Partner(s) Partnership interest shall be increased)

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for all purposes under this Agreement. The above reduction and corresponding increase shall be determined by the following formula:

$$\begin{array}{rcl}
 \text{Total capital contribution paid} & & \text{Percentage ownership} \\
 \text{by the Non-Contributing Partner} & & \text{interest in Partnership} \\
 \text{as of the date of Default} & & \text{of Non-Contributing} \\
 & \times & \text{Partner immediately prior} \\
 & & \text{to computation} \\
 \hline
 (\text{Total capital contribution paid}) & & \\
 + (2x \text{ Default amount}) & & \\
 \\
 = & \text{New percentage ownership interest of the Non-} \\
 & \text{Contributing Partner in the Partnership}
 \end{array}$$

The total percentage reduction in the Non-Contributing Partner's interest as determined by the formula set forth above shall then be allocated to the Contributing Partner(s).

Said Section 7.2.4 shall be deleted in its entirety, and the following provision shall become the new Section 7.2.4 in its place and stead:

7.2.4 Loss of Partnership Interest by Non-contributing Partner. In the event a Non-Contributing Partner shall fail to make his proportionate additional capital contribution, as provided under Sections 7.2.1 et seq., ("Default Amount") and in the further event that one or more of Contributing Partners shall make contributions on behalf of the Non-Contributing Partners pursuant to Section 7.2.3 above, then in such event, the Non-Contributing Partner's Partnership interest shall be reduced (and the Contributing Partner(s) Partnership interest shall be increased) for all purposes under this Agreement as set forth below. The above reduction and corresponding increase shall be determined by the following formula:

$$\begin{array}{rcl}
 \text{Total capital contribution paid} & & \text{Percentage ownership} \\
 \text{by the Non-Contributing Partner} & & \text{interest in Partnership} \\
 \text{as of the date of Default} & & \text{of Non-Contributing} \\
 & \times & \text{Partner immediately prior} \\
 & & \text{to computation} \\
 \hline
 (\text{Total capital contribution paid by} & & \\
 \text{the Non-Contributing Partner}) & & \\
 + (2x \text{ Default amount}) & &
 \end{array}$$

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= New percentage ownership interest of the Non-Contributing Partner in the Partnership"

The total percentage reduction in the Non-Contributing Partner's interest as determined by the formula set forth above shall then be allocated to the Contributing Partner(s).

A hypothetical example of a potential dilution of a Limited Partner's equity interest in the Limited partnership is as follows:

Example: Hypothetical Facts - (1) There is a new capital call for \$1MM; (2) a 10% Partner does not contribute any of his share (\$100,000, i.e. 10% x \$1MM); (3) other non-defaulting Partner(s) contribute the defaulting Partner's 10% share (i.e. \$100,000 of new capital) ... (i.e. 10% x \$1MM); and (4) The following is an example of the dilution impact set forth above:

A 10% Partner has contributed capital totaling \$200,00 as of the date of default -

\$200,000		x 10%
<hr/>		
\$200,000 + 2 x \$100,000 (default amount) = \$200,000 = \$400,000 Total		
 \$200,000	x 10% = 5%	
\$400,000		

In this example, the defaulting Partner's equity share is diluted from 10% down to 5%.

4. Section 8 Sale of the Property shall be deleted in its entirety, and the following shall become Section 8.

8.1 General. The sale or other disposition of all or substantially all of the assets of the Partnership ("Sale") shall require a vote of Partners owning more than one-half (1/2) of the interests in the Partnership. The General Partner shall have the sole and exclusive discretion and authority to initiate and conduct a sale of the Property under this section.

In the event of a contemplated sale by the General Partner, the General Partner shall provide a Notice of Contemplated Sale ("NCS") to each of the Partners. The NCS may provide for a range of sale prices or other salient terms of the proposed listing of the Property, a proforma outlining the expected net proceeds each Partner would receive from a sale

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and any other information the General Partner may, in its sole discretion, decide to include in the NCS; however, in any and all events, the NCS shall contain a Minimum Gross Prospective Sale Price, as determined by the General Partner, but before payment of any outstanding mortgages(s). The intent of the NCS is to set a floor in terms of the selling price of the Property which the General Partner is authorized to pursue and consummate on behalf of the Partnership.

8.2 Response to Notice of Sale. The Partners shall have eight (8) business days to notify the General Partner if they "approve" or disapprove" of the sale, as described in the NCS. Written response by the Partner(s) (by FedEx or other similar national overnight delivery service) to the NCS from the General Partner within eight (8) business days of receipt of the notice by the Partner(s), and any failure to respond in writing within said eight (8) business days from receipt of such notice shall be deemed an approval of sale by said non-responding Partner(s). Time is of the essence with respect to the Partner(s) obligation to timely respond to the NCS. Nothing shall prevent the General Partner from sending multiple NCS's, although the sending of a second NCS is not necessary if the General Partner is able to consummate a sale at a sales price higher than the Minimum Gross Prospective Sales Price. The General Partner shall also retain the sole and absolute discretion to terminate any sales process initiated under this section 8 without further approval of the Partners. Further, in the event the actual proceeds of a sale differ from the proforma estimate (if any) set forth in the NCS the General Partner is vested with the sole and exclusive authority for determining whether the difference between expected proceeds and the actual proceeds is material and, if not, whether the sale should nevertheless be consummated based on the approval received under the NCS; the General Partner's decision shall be final and binding on the Partners.

8.3 Bonus Provision. The Partners hereby recognize the extraordinary efforts and achievements of the General Partner on behalf of the Partnership since its commencement in

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1993. The partners also wish to recognize and appreciate the extraordinary amount of time and effort the General Partner devoted, without any compensation whatsoever, to defending and managing the lawsuits brought by Paul and Deane Marcus, as well as the aggravation and great distress the General Partner had to endure in connection therewith. The Partners also recognize and appreciate that the General Partner did not include in the Agreement a standard general partner's bonus that is usually calculated as a percentage of partnership profits once a certain profitability threshold has been reached and paid to the partners. In recognition of the General Partner's prior efforts, as described above, and in order to incentivize the General Partner to continue as the General Partner of the Partnership, the Partners may consider, in connection with the sale, disposition or other transfer of the Partnership property, paying an additional bonus to the General Partner in connection therewith. The decision to pay such a bonus to the General Partner, as well as the amount of such a bonus, will be left entirely to the good faith discretion of the Partners. The payment of any such bonus must be approved by Limited Partners owning more than one-half (1/2) of the Limited Partnership interests in the Partnership. The Partners hereby confirm and acknowledge that the original Limited Partnership Agreement did not contain a "carried interest provision", and the inclusion of this discretionary bonus provision serves and promotes a valid Partnership purpose.

It is understood that any bonus shall only be paid upon a sale and closing of title and payment of the purchase price.

8.4 Additional Payments to be Made to MSL Upon a Sale of the Property.

In addition to any discretionary bonus that may be paid to MSL as set forth in Paragraph 8.4 above, the parties further acknowledge and agree that the following provision regarding the sale and payments that shall be made by the Partnership to its General Partner (MSL Property Management Inc.) upon the sale, closing, and payment of the sales price and give:

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(a) The sum of one percent (1%) of the gross sales price for MSL Property Management Inc.'s efforts in exploring, negotiating and consummating a sale of the property;

(b) An additional one percent (1%) of the gross sales price to MSL Property Management Inc. for the cancellation of its Management Agreement on the Property and for the extensive work involved to winding down the Partnership's affairs from a business, legal and accounting standpoint;

(c) MSL Property Management Inc. shall have the right to select the Florida real estate broker that will represent the owner on the sale of the property, which may include, but not be limited to, Sunvest Real Estate, Inc., a Florida Corporation, which is an affiliate of MSL.

5. Section 10 Dissolution and Termination. Section 10.1(d) shall be amended by adding the word "adjudicated" prior to the word "insolvency", so that Section 10.1(d) will now read "the adjudicated insolvency, bankruptcy or dissolution of the General Partner; or".

6. Section 18 Amendments. Section 18 shall be amended by the addition of a new Section 18.2 as follows:

18.2 Any amendment or modification of this Agreement, approved and executed by Partners owning more than one-half of the total Partnership interests shall be binding on all Limited Partners as if they had signed said amendment or modification, irrespective of whether any Limited Partner refuses or is unable or unwilling to sign and execute any such amendment or modification of this Agreement.

7. Section 19. Applicable Laws. Section 19 is hereby amended by the addition of the following two (2) sections:

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19.2 Notice and Cure Provision

If any Partner believes that the General Partner is violating its obligations under this Agreement or as otherwise provided by law, said Partner shall, before commencing any legal or equitable action against the General Partner, give written notice to the General Partner describing with reasonable detail both the nature of the violation and the remedial steps the Partner is requesting that the General Partner take as a result of the violation. Upon receipt of such written notice, the General Partner shall have 30 days to remedy the alleged violation. Strict compliance with this provision shall, to the maximum extent permitted by law, be considered a condition precedent to the filing of any legal or equitable action against the General Partner.

19.3. **Venue.** In connection with any legal or equitable proceeding, including but not limited to, any lawsuits, claims, demands, disputes or controversies which: (a) arise under this Agreement, (b) which seek to enforce, interpret or otherwise challenge the terms and conditions of this Agreement, including any past or future amendments or modifications thereto, (c) relate in any way whatsoever to the Partner's interests in the Partnership or their involvement in the Partnership or (d) relate in any way to the performance of the General Partner's duties in connection with the Partnership or to the Partners, the venue for any such legal or equitable proceeding shall lie exclusively in Broward County, Florida. The Partners, including their successors, heirs and assigns, hereby irrevocably consent to the personal jurisdiction of any court of competent jurisdiction located in Broward County, Florida.

19.4 **Legal Fees and Costs.** In connection with any legal or equitable proceeding, including but not limited to any lawsuits, claims, disputes, demands or controversies which: (a) arise under this Agreement, seek to enforce, interpret or otherwise challenge the terms and conditions of this Agreement, including any past or future amendments or modifications thereto, (c) relate in any way whatsoever to the Partner's interests in the

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Partnership or their involvement in the Partnership or (d) relate in any way to the General Partner's duties in connection with the Partnership or to the Partners, the party prevailing in any such legal or equitable proceeding shall be entitled to recover from the non-prevailing party all reasonable expenses incurred in connection with any such legal or equitable proceeding, including, but not limited to, their reasonable attorney's fees and litigation costs. In the event the General Partner is the non-prevailing party, the provisions of §3.8, above, shall apply and govern with respect to the General Partner's right to be defended, indemnified and otherwise held harmless by the Partnership.

19.5 Duty of Partners To Cooperate In The Conduct of Partnership

Affairs. The Partners shall promptly and fully cooperate with all reasonable requests made on them by the General Partner in connection with administering or conducting the affairs or business of the Partnership. The Partner's duty to cooperate primarily includes, but is not necessarily limited to, promptly signing documents the General Partner deems necessary to conduct Partnership business or providing information the General Partner deems necessary to conduct Partnership business. The Partner's duty to cooperate may also include refraining from taking action that the General Partner believes may interfere or undermine his ability to manage and conduct Partnership business and affairs. A Partner's disagreement with any action (e.g., a refinancing of the Partnership property) that the General Partner is undertaking (or proposes to undertake) shall not be a basis for refusing to cooperate with the General Partner's request, so long as the request is made in good faith and in furtherance of the General Partner's ability to conduct the Partnership affairs and business. Notwithstanding the foregoing, a Partner shall not be asked, nor required, to do anything that would make the Partner personally liable for any Partnership obligation.

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19.6 Remedies For Failure To Cooperate. Equitable and Legal Relief.

Because an adequate remedy at law may not exist if a Partner refuses to cooperate with the General Partner and the Partnership may suffer irreparable harm from the Partner's refusal to promptly cooperate, the General Partner is specifically authorized, to the maximum extent permitted by law, to commence any appropriate legal or equitable action seeking any and all appropriate relief, including, but not necessarily limited to, (a) an order appointing the General Partner as the attorney-in-fact to act on behalf of the Partner refusing to cooperate with the General Partner; (b) an order directing the Partner to immediately cooperate with the General Partner; and/or (c) an order restraining and enjoining the Partner from acting in a manner detrimental to the Partnership. Any legal or equitable action commenced by the General Partner under this section is subject to Section 19.2 and 19.3 of the Agreement. In addition, the Partner shall be liable to the Partnership for any other expenses, losses or financial harm the Partnership sustains as a result of the Partner's refusal to cooperate.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Amended and Restated Certificate and Agreement of Limited Partnership, as of this 9th day of April, 2012.

GENERAL PARTNER:

MSL Property Management Inc.


By: Murray Liebowitz, President

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LIMITED PARTNERS:

Paul Marcus

Dani Siegel
Dani Siegel

Erasin, Inc.

Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

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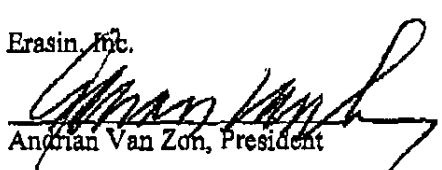
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LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Erasin, Inc.



Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

APR. 26. 2012 4:40PM

NO. 6342 P. 15

Fax Audit No. H12000115228 3

LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Erasin, Inc.

Andrian Van Zon, President


Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

APR. 26. 2012 4:40PM

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LIMITED PARTNERS:

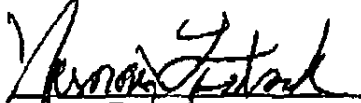
Paul Marcus

Dani Siegel

Erasin, Inc.

Andrian Van Zon, President

Glen Parker


Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

APR. 26. 2012 4:40PM

NO. 6342 P. 17

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LIMITED PARTNERS:

Paul Marcus

Dani Siegel


Erasin, Inc.

Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

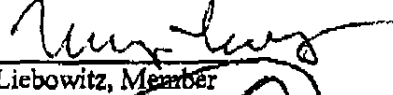


Murray Liebowitz, Member



Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner



Murray Liebowitz, Member



Sheldon Liebowitz, Member

Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

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LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Erasin, Inc.

Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

Dr. Joan Hoffman
Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

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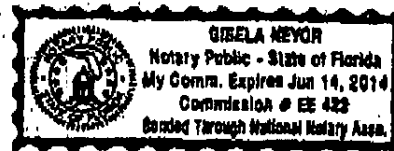
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Murray Liebowitz, President of MSL Property Management, Inc. to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this

05 day of APRIL, 2012.

Gisela Meyor
GISELA MEYOR



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STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Paul Marcus to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2012.

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NO. 6342 P. 21

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STATE OF New York
COUNTY OF New York

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Dani Siegel to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this
14th day of April, 2012.

M. S. Spanbock

MAURICE S. SPANBOCK
Notary Public, State of New York
No. 81-4978164
Qualified in New York County
Commission Expires Feb. 25, 2015
2015

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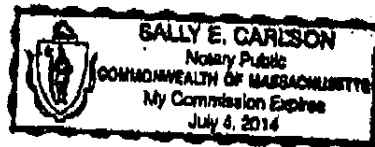
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STATE OF MASSACHUSETTS
COUNTY OF ~~BERKSHIRE~~ *GREAT BARRINGTON* MASSACHUSETTS

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Adrian Van Zon to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this
6th day of *April*, 2012.

Sally E. Carlson



Fax Audit No. H12000115228 3

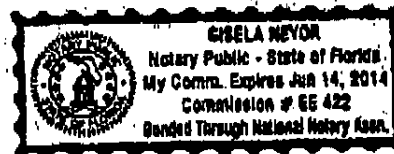
STATE OF *FLORIDA*)
COUNTY OF *BROWARD*)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Glen Parker to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this
5 day of APRIL, 2012.

Gisela Neyon

GISELA NEYON



APR. 26. 2012 4:41PM

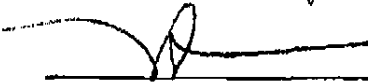
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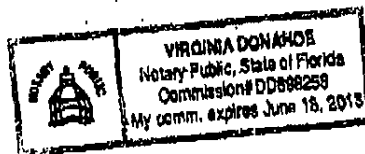
Fax Audit No. H12000115228 3

STATE OF *Florida*,
COUNTY OF *Palm Beach*

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Norman Fosback** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this
3rd day of April, 2012.





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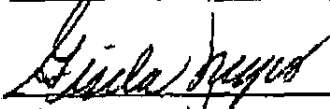
NO. 6342 P. 25

Fax Audit No. H12000115228 3

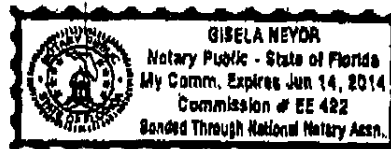
STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Murray Liebowitz, Member and Sheldon Liebowitz, Member of Liebowitz FLP, L.L.C., General Partner of Liebowitz Family Limited Partnership to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this
05 day of APRIL, 2012.



GISELA Neyor



Fax Audit No. H12000115228 3

Fax Audit No. H12000115228 3

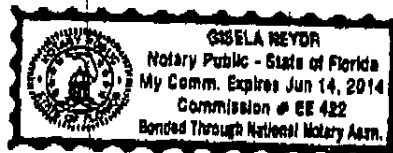
STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Murray Liebowitz, Member and Patricia Liebowitz, Member of SL Management Co. I, LLC, General Partner of SL One Limited Partnership to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this

05 day of APRIL, 2012.


GISELA NEYOR



APR. 26. 2012 4:41PM

NO. 6342 P. 27

Fax Audit No. H12000115228 3

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Dr. Joan Hoffman, Trustee for Joan Osias to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 4th day of April, 2012.



Lisbeth Stegner

Fax Audit No. H12000115228 3

APR. 26. 2012 4:41PM

NO. 6342 P. 28

Fax Audit No. H12000115228 3

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared to me Deane J. Marcus known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2012.

Fax Audit No. H12000115228 3