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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
DADELAND CENTRE II, LTD.

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SECOND AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF

DADELAND CENTRE II, LTD.

Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 1986, the undersigned General Partner of DADELAND CENTRE II, LTD. (the "Limited Partnership") presents this Certificate of Limited Partnership for filing as follows:

1. Name of Partnership. The name of the Limited Partnership is DADELAND CENTRE II, LTD.

2. Effective Date. This Second Amended and Restated Certificate of Limited Partnership is to be effective upon filing.

3. Office and Agent for Service of Process. The address of the Limited Partnership's office is 9155 South Dadeland Boulevard, Suite 1812, Miami, Florida 33156, and the name and address of the Limited Partnership's agent for service of process is Elizabeth A. Green, Esquire, 9155 South Dadeland Boulevard, Suite 1812, Miami, Florida 33156.

4. Names and Addresses of General Partners. The names and the business addresses of the General Partner is as follows:

<u>Name</u>	<u>Address</u>
DADELAND CENTRE II, INC.	9155 South Dadeland Boulevard, Suite 1812 Miami, Florida 33156

5. Mailing Address. The mailing address for the Limited Partnership is 9155 South Dadeland Boulevard, Suite 1812, Miami, Florida 33156.

6. Purpose. The Limited Partnership's business and purpose shall consist solely of the following:

- (a) The acquisition, development, ownership, sale, lease, transfer, exchange, management and operation of the real estate project known as Dadeland Centre II, located in 9150 South Dadeland Boulevard, Miami-Dade County, Florida (the "Property"), pursuant to and in accordance with the Second Amended and Restated Certificate of Limited Partnership;
- (b) To enter into a Renewal Mortgage, Assignment of Leases and Rents and Security Agreement (the "NYL Mortgage") from the Limited Partnership in favor of New York Life Insurance Company, a New York mutual insurance company, its successor and assigns encumbering the Secured Property to secure the

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CERTIFICATE OF LIMITED PARTNERSHIP OF
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Obligations. Capitalized terms not otherwise defined herein shall have the meanings set forth in the NYL Mortgage; and

- (c) To engage in such other lawful activities permitted to limited partnerships by the Partnership Laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

7. Powers and Duties. Notwithstanding any other provision of this Second Amended and Restated Certificate of Limited Partnership and any provision of law that otherwise empowers the Limited Partnership and so long as the mortgage lien of the NYL Mortgage exists on any portion of the Secured Property in favor of NYL, its successor and assigns, the following shall govern:

A. Certain Prohibited Activities. Notwithstanding any provision hereof to the contrary and for so long as the mortgage lien of the NYL Mortgage exists on any portion of the Secured Property in favor of NYL, its successors and assigns, the following shall govern:

(i) The Partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness, except as expressly authorized in the NYL Mortgage.

(ii) The Partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article XXI, and (c) shall expressly assume the due and punctual performance of the Partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Partnership and be continuing beyond the applicable grace period.

(iii) The Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership.

B. Indemnification. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Secured Property, including, without limitation, the NYL Mortgage on the Secured Property, and shall not constitute a claim against the Partnership in the event that cash flow is insufficient to pay such obligation.

C. Separateness Covenants. Notwithstanding any provision hereof to the contrary and for so long as the NYL Mortgage exists on any portion of the Secured Property, in order to preserve and ensure its separate and distinct partnership identity, in addition to the other provisions set forth herein, the Partnership shall conduct its affairs in accordance with the following provisions:

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(i) The Partnership does not own and will not own, either directly or indirectly, any asset or property other than (i) the Secured Property and incidental personal property necessary for the ownership or operation of the Secured Property.

(ii) The Partnership has not engaged in and will not engage in any business other than (i) the ownership, management and operation of the Secured Property and (ii) will conduct and operate its business as presently conducted and operated.

(iii) The Partnership has and shall have Dadeland Centre II, Inc. as its only general partner.

(iv) The Partnership has not entered and will not enter into any contract or agreement with any affiliate of the Partnership, any constituent party of the Partnership or any affiliate of any constituent party, 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 unaffiliated third parties.

(v) The Partnership has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Obligations and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors in amounts as are normal and reasonable under the circumstances provided that such debt is paid within sixty (60) days of the date it is incurred. No indebtedness other than the Obligations may be secured (subordinate or pari passu) by the Secured Property.

(vi) The Partnership has not made and will not make any loans or advances to any third party (including any affiliate, constituent party or any affiliate of any constituent party), and have not and will not acquire obligations or securities of its affiliates or any constituent party.

(vii) The Partnership has been, is and intends to remain solvent, and the Partnership has and will pay its own debts and liabilities from its assets (to the extent of such funds and assets), as the same shall become due.

(viii) The Partnership has done or caused to be done and will do or cause to be done all things necessary to observe organizational formalities and preserve its existence, and the Partnership has not and will not, nor has the Partnership permitted nor will the Partnership, permit any of its constituent parties, to amend, modify or otherwise change the partnership certificate, partnership agreement, or other organizational document of the Partnership or such constituent party in a manner which would otherwise adversely affect the Partnership's single purpose status.

(ix) The Partnership has and will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates, any constituent party and any other Person; provided, however, the Partnership may include its financial statements as part of a consolidated financial statement if (i) such statements contain a

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**CERTIFICATE OF LIMITED PARTNERSHIP OF
DADELAND CENTRE II, LTD.**

notation that makes clear that the Partnership is a separate entity and that the assets and credit of the Partnership are not available to satisfy liabilities of any other Person and that the assets and credit of such other Person are not available to satisfy liabilities of the Partnership; the Partnership, has and will file its own tax returns as required by applicable state and federal law; the Partnership has maintained and shall maintain its books, records, resolutions and agreements as official records.

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

(xi) The Partnership has not assumed or guaranteed and will not assume or guaranty the debts of any other Person, has not held and will not hold itself out to be responsible for the debts of any other Person, and has not and will not otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person.

(xii) The Partnership has maintained and intends to 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.

(xiii) Neither the Partnership nor any of its respective constituent parties has caused or will cause or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Partnership and neither the Partnership nor any of its respective constituent parties has disposed or will dispose of all or substantially all of the assets of the Partnership and has not changed and will not change the Partnership's legal structure.

(xiv) The Partnership has not commingled and will not commingle the funds and other assets of the Partnership, with those of any affiliate or constituent party or any other Person.

(xv) The Partnership has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party, or any other Person.

(xvi) The Partnership does not and will not hold itself out to be responsible for the debts or obligations of any other Person.

(xvii) The Partnership does and shall continue to (i) allocate fairly and reasonably any overhead and expense for office space shared with any affiliated Person,

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(ii) pay any liabilities, including salaries of its employees, out of its own funds and not from funds of any affiliated Person and/or (iii) maintain a sufficient number of employees (which may be zero) in light of its contemplated business operations.

D. Dissolution. Notwithstanding any provision hereof to the contrary, the following shall govern: The Partnership shall not terminate solely as a consequence of the bankruptcy or insolvency of one or more of the general partners of the Partnership so long as there remains a solvent partner of the Partnership. Subject to applicable law, dissolution of the Partnership shall not occur so long as the partnership remains mortgagor of the Property."

8. Dissolution. The latest date upon which the Limited Partnership is to dissolve is December 31, 2025.

9. Due Execution and Compliance with Statute. This Second Amended and Restated Certificate of Limited Partnership was duly executed and is being filed in accordance with Florida Statute § 620.109.

IN WITNESS WHEREOF, the General Partner has executed this Amended and Restated Certificate of Limited Partnership as of the 1st day of December, 2015.

GENERAL PARTNER

DADELAND CENTRE II, INC., a Florida
corporation

By: George R. Brown, Jr.

George R. Brown, Jr., President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1st day of December, 2015, by George R. Brown, Jr., as President of Dadeland Centre II, Inc., a Florida corporation, as the General Partner of Dadeland Centre II, Ltd., a Florida limited partnership, who is personally known to me or produced _____ as identification, and who did take an oath.

Notary Public

My Commission Expires:

Sign: Shea A. Normis

Print: Shea A. Normis

State of Florida at Large.

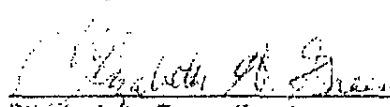


Shea A. Normis
COMMISSION # FF115657
EXPIRES: April 22, 2018
www.AARONNOTARY.COM

CERTIFICATE OF LIMITED PARTNERSHIP OF
DADELAND CENTRE II, LTD.

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The undersigned, having been named to accept service of process for the above limited partnership at the place designated in Paragraph 3 hereof, hereby accepts such agency and agrees to comply with the provisions of the Florida Statutes relative to keeping open said office:


Elizabeth A. Green, Esquire

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