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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

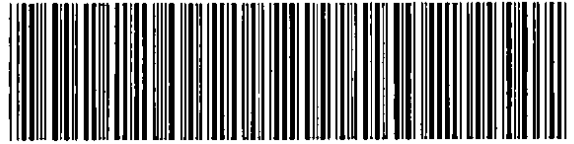
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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04/08/19--01021--006 **358.75

19 APR -9 AM 11:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

19 APR -9 PM 4:00

FILED

RK

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 714246 7495878
AUTHORIZATION :
COST LIMIT : \$ CHECK PROVIDED

ORDER DATE : April 8, 2019
ORDER TIME : 5:29 PM
ORDER NO. : 714246-005
CUSTOMER NO: 7495878

FOREIGN FILINGS

NAME: BR DESOTA, DST

XXXX QUALIFICATION (TYPE: BST)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY
XX _____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Roxanne Turner -- EXT# 62969

EXAMINER: _____

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

BR DeSota, DST

A Delaware TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of BR DeSota, DST, a

Delaware (Name of Trust)
(State) Trust hereby affirms in order to file or qualify
BR DeSota, DST, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 712 Fifth Avenue, Floor 9, New York, NY 10019

3. The registered agent and street address in the State of Florida is:
Corporation Service Company
1201 Hays Street, Tallahassee, FL 32301

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Roxanne Turner
Roxanne Turner
Asst. Vice President
(Signature of Registered Agent)

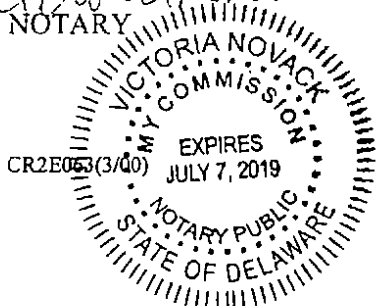
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Victoria Novack
NOTARY

Alan R. Halpern
Name: Alan R. Halpern
Chairman of the Board of Trustees
Vice President

**Delaware Trust Company,
not in its individual capacity
but solely as Trustee**

Filing Fee: **\$350.00**
Certified Copy: **\$ 8.75 (optional)**



**TRUST AGREEMENT
OF
BR DESOTA, DST**

THIS TRUST AGREEMENT is made as of April __, 2019 (this "Agreement"), by and between BR DESOTA INVESTMENT CO, LLC, a Delaware limited liability company, as depositor (the "Depositor"), and DELAWARE TRUST COMPANY, a Delaware chartered trust company having its principal place of business in Wilmington, Delaware, as trustee (the "Trustee"). The parties hereby agree as follows:

1. The trust created hereby shall be known as "**BR DESOTA, DST**" (the "Trust"), in which name the Trustee, to the extent provided herein, may conduct the business of the Trust, make and execute contracts, and sue and be sued.

2. It is the intention of the parties hereto that the Trust created hereby constitutes a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the "Statutory Trust Act"), and that this document constitutes the governing instrument of the Trust. The Trustee is hereby authorized and directed to execute and file a certificate of trust with the Secretary of State of the State of Delaware in such form as the Trustee may approve.

3. The parties will enter into an amended and restated Trust Agreement (the "Amended and Restated Trust Agreement") satisfactory to each such party to provide for the contemplated operation of the Trust created hereby. The Trustee shall not have any duty or obligation under or in connection with the Trust, this Agreement or any document contemplated hereby, except as expressly provided by the terms of this Agreement, and no implied duties or obligations shall be read into this Agreement against the Trustee. The right, power, authority or discretion of the Trustee to perform any act shall not be construed as a duty.

4. The Depositor hereby agrees to (i) reimburse the Trustee (as such and/or in its individual capacity) for all reasonable expenses (including reasonable fees and expenses of counsel and other professionals), (ii) indemnify, defend, and hold harmless the Trustee and each of the officers, directors, employees, and agents of the Trustee (collectively, including the Trustee in its individual capacity, the "Indemnified Persons") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel), taxes and penalties of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted at any time against such Indemnified Person with respect to the Trust, this Agreement, the creation, operation, administration or termination of the Trust, or the transactions contemplated hereby; provided, however, that the Depositor shall not be required to indemnify an Indemnified Person for Expenses to the extent such Expenses result from the willful misconduct, bad faith or gross negligence of such Indemnified Person, and (iii) advance to each such Indemnified Person Expenses (including reasonable fees and expenses of counsel) incurred by such Indemnified Person, in defending any claim, demand, action, suit or proceeding prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Depositor of an undertaking by or on behalf of such Indemnified Person, to repay such amount if a court of competent jurisdiction renders a final, non-appealable judgment that includes a specific finding that such Indemnified

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Person is not entitled to be indemnified therefor under this Section 4. The obligations of the Depositor under this Section 4 shall survive the resignation or removal of the Trustee and the termination, amendment, supplement, and/or restatement of this Agreement.

5. The Trust, and the Trustee in the name and on behalf of the Trust, each shall have power and authority, and each is hereby authorized without the need for further action on the part of the Trust, to (i) negotiate, enter into, execute, deliver, and perform one or more other documents and/or instruments, as the Depositor may direct in a writing delivered to the Trustee, all substantially in the respective execution forms thereof presented to the Trustee by or on behalf of the Depositor or its counsel, and (ii) take any and all actions (including without limitation to negotiate, enter into, execute, deliver, and perform one or more other documents, instruments and/or writings), as may be necessary, desirable, or convenient in connection with, or incidental to, any of the foregoing.

6. The Trustee is authorized to execute and deliver the Amended and Restated Trust Agreement substantially in the execution form presented to it by or on behalf of the Depositor or its respective counsel. The Trustee is authorized to take such action or refrain from taking such action under this Agreement as it may be directed in writing by the Depositor from time to time; provided, however, that the Trustee shall not be required to take or refrain from taking any such action if it shall have determined, or shall have been advised by counsel, that such performance is likely to involve the Trustee in personal liability or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Trust is a party or is otherwise contrary to law. If at any time the Trustee determines that it requires or desires guidance regarding the application of any provision of this Agreement or any other document, or regarding compliance with any direction it received hereunder, then the Trustee may deliver a notice to the Depositor requiring written instructions as to the course of action desired by the Depositor, and such instructions from the Depositor shall constitute full and complete authorization and protection for actions taken by the Trustee in reliance thereon. Until the Trustee has received such instructions after delivering such notice, it may take or refrain from taking any action with respect to the matters described in such notice, and shall be fully protected in so doing.

7. This Agreement may be executed in one or more counterparts.

8. The number of trustees of the Trust initially shall be one (1) and thereafter the number of trustees of the Trust shall be such number as shall be fixed from time to time by a written instrument signed by the Depositor that may increase the number of trustees of the Trust; provided, however, that to the extent required by the Statutory Trust Act, one trustee of the Trust shall either be a natural person who is a resident of the State of Delaware or, if not a natural person, an entity which has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable law. Subject to the foregoing, the Depositor is entitled to appoint or remove without cause any trustee of the Trust at any time. Any trustee of the Trust may resign upon thirty days' prior notice to the Depositor.

9. The Trust shall dissolve upon the written election of the Depositor, delivered to the Trustee, to revoke the Trust.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to conflict of laws principles).

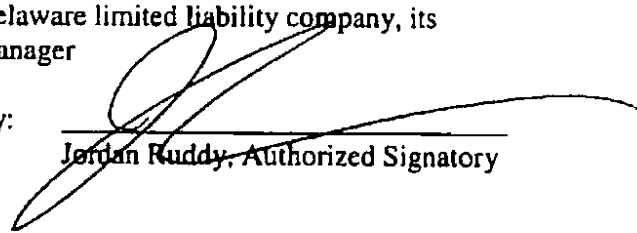
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed as of the day and year first above written.

Depositor:

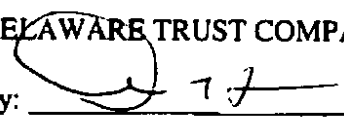
BR DESOTA INVESTMENT CO, LLC, a
Delaware limited liability company

By: Bluerock Real Estate Holdings, LLC, a
Delaware limited liability company, its
manager

By: 
Jordan Ruddy, Authorized Signatory

Trustee:

DELAWARE TRUST COMPANY

By: 
Name: Alan R. Halpern
Title: Vice President

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CLERK OF STATE
AT TAMMSEE, FLORIDA

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BR DESOTA, DST" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF APRIL, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BR DESOTA, DST" WAS FORMED ON THE FOURTH DAY OF APRIL, A.D. 2019.

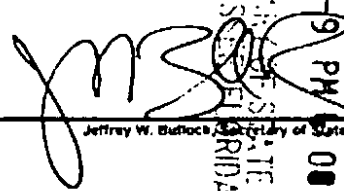


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You may verify this certificate online at corp.delaware.gov/authver.shtml

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JEFFREY W. BULLOCK, SECRETARY OF STATE
DELAWARE



Authentication: 202600285

Date: 04-08-19