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**FLORIDA PROFIT/NON PROFIT CORPORATION
SHOPS AT 107TH HOLDINGS, INC.**

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$87.50

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ARTICLES OF INCORPORATION
OF
SHOPS AT 107TH HOLDINGS, INC.,
A Florida Corporation

Article I Name

The name of the corporation shall be Shop at 107TH Holdings, Inc.

Article II Principal Office

19572 NE 16 Court, Miami, FL 33179 (mailing address is the same)

Article III Purpose

The purpose for which the corporation is organized is to be the managing member of Shops at 107TH, LLC, a Florida limited liability company.

Article IV Shares

The number of shares of stock is: one hundred (100).

Article V Initial Officers and/or Directors

Selmo Milhem, Vice President, Treasurer, Director, 19572 NE 16 Court, Miami, FL 33179

Salomon Hanono, President, Secretary, Director, 19111 Collins Ave. # 3103, Sunny Isles Beach, FL 33160

Article VI Registered Agent

Salomon Hanono, 19111 Collins Ave, # 3103, Sunny Isles Beach, FL 33160

Article VII Incorporator

Salomon Hanono, 19111 Collins Ave, # 3103, Sunny Isles Beach, FL 33160

Article VIII Special Purpose Entity Provisions

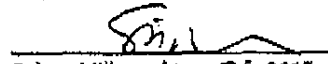
See Addendum #1 attached hereto.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


Salomon Hanono, Registered Agent / June 26, 2015

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Salomon Hanono, Incorporator / June 26, 2015


Selmo Milhem / June 26, 2015

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Articles of Incorporation of Shops at 107TH Holdings, Inc.

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Addendum #1 Special Purpose Entity Provisions

1. **Purpose of Corporation:**

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the activity of acting as the managing member of Shops at 107TH, LLC, a Florida limited liability company (the "Company") whose own limited purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the property at approximately 10760 NW 17th Street, Miami, Florida ("Property"). The Corporation shall exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

2. **Certain Prohibited Activities:**

Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, the following shall govern:

(i) The Corporation shall only incur or cause the Company to incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not and shall not cause the Company to incur, assume, or guaranty any other indebtedness.

(ii) The Corporation shall not and shall not cause the Company to consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity.

(iii) The Corporation shall not voluntarily commence a case with respect to itself or cause the Company to 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 the Board of Directors.

(vi) In the event the life of the Company is not continued or any other event of dissolution, the Corporation shall not cause the Company to liquidate the Property.

(vii) For so long as a mortgage lien exists on any portion of the Property, no material amendment to this certificate of incorporation or to the corporation's By-Laws may be made without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property."

3. **Indemnification:**

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Company or the

Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

4. Separateness Covenants:

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary and for so long as a mortgage lien exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth herein, the Corporation shall conduct its affairs in accordance with the provisions set forth herein below. The Corporation shall, and the members of the Corporation shall cause the Corporation to:

- (i.) not own any asset or property other than its membership interest in the Company;
- (ii.) not engage, either directly or indirectly, in any business other than acting as corporate managing member of the Company;
- (iii.) not enter into any contract or agreement with any affiliate of the Company, any constituent party of the Company or any affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than those that would be available on an arm's-length basis from an unrelated third party;
- (iv.) not incur, and shall not cause the Company to incur, any indebtedness other than (i) the debt evidenced by the first mortgage lien on the Property (the "Debt") and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding one percent (1%) of the original principal amount of the note evidencing the debt secured by the Property at any one time; provided that any indebtedness incurred pursuant to clause (ii) shall be (A) outstanding not more than sixty (60) days and (B) incurred in the ordinary course of business. No indebtedness, other than the Debt, may be secured (senior, subordinate or pari passu) by the Property;
- (v.) not make any loans or advances to any other person (including any affiliate of the Company, any constituent party of the Company or any affiliate of any constituent party), and not acquire obligations or securities of its affiliates;
- (vi.) will do and cause to be done, all things necessary to observe its organizational formalities and preserve its existence;
- (vii.) will not terminate or fail to comply with the provisions of its organizational documents;

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Articles of Incorporation of Shops at 107TH Holdings, Inc.

- (viii.) not and shall not cause the Company to amend, modify or otherwise change, its organizational documents;
- (ix.) maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any other person and not permit its assets to be listed as assets on the financial statement of any other person;
- (x.) file its own tax returns (to the extent the Corporation was or is required to file any tax returns) and not file a consolidated federal income tax return with any other person;
- (xi.) maintain its books, records, resolutions and agreements as official records;
- (xii.) hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Company or any constituent party of the Company) and correct any known misunderstanding regarding its status as a separate entity;
- (xiii.) conduct business in its own name and not identify itself or any of its affiliates as a division or department or part of the other;
- (xiv.) maintain and utilize separate stationery, invoices and checks bearing its own name;
- (xv.) 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;
- (xvi.) not, nor shall any constituent party of the Corporation, seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Corporation, any sale or other transfer of all or substantially all of its assets or any sale or other transfer outside the ordinary course of business;
- (xvii.) not commingle funds or other assets of the Corporation with those of any affiliate or constituent party or any other person, and has held and will hold all of its assets in its own name;
- (xviii.) 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;
- (xix.) not assume, guarantee or become obligated for the debts of any other person and does not and will not hold itself out to be responsible for or

have its credit available to satisfy the debts or obligations of any other person;

- (xx.) not permit any affiliate or constituent party independent access to its bank accounts;
- (xxi.) remain solvent and pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and maintain a sufficient number of employees (if any) in light of its contemplated business operations;
- (xxii.) compensate each of its consultants and agents from its funds for services provided to it and pay from its assets all obligations of any kind incurred;
- (xxiii.) not, without the unanimous consent of all of its directors or managers, as applicable, (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or for all or any portion of the Corporation's assets or properties, (C) take any action that might cause such entity to become insolvent, (D) make any assignment for the benefit of the Corporation's creditors, (E) admit in writing such entity's inability to pay its debts generally as they become due, (F) declare or effectuate a moratorium on the payment of any obligations, or (G) take any action that might cause the Corporation to become insolvent;
- (xxiv.) maintain an arm's-length relationship with its affiliates;
- (xxv.) allocate fairly and reasonably for any overhead expenses that are shared with any affiliate, including shared personnel and shared office space;
- (xxvi.) not, except in connection with the loan evidenced by the first lien mortgage on the Property, pledge its assets or properties for the benefit of any other Person;
- (xxvii.) consider the interests of the Corporation's creditors in connection with all actions;
- (xxviii.) not, except in connection with the Loan, have any of its obligations guaranteed by any affiliate;

For the purposes of this Article, the following terms shall have the following meanings:

"affiliate" means, as to any person, any other person that (i) directly or indirectly, owns ten percent (10%) or more of legal, beneficial or economic interests in such person, (ii) is in control of, is controlled by or is under common ownership or control with such person, (iii) is a director or officer of such person or of an affiliate of such Person and/or (iv) is the spouse, issue or parent of such person or of an affiliate of such person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise and the terms "controlled" and "controlling" shall have correlative meanings.

"person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing

5. Voting:

Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Company, notwithstanding that the Company is not then insolvent, the Corporation shall take into account the interest of the Company's creditors, as well as those of its members.

6. Beneficiary:

This Addendum #1 is for the benefit of UBS REAL ESTATE SECURITIES INC., a Delaware corporation ("Lender"), having an address at 1285 Avenue of the Americas, New York, New York 10019, as well as the successors and/or assigns of the Lender ("Lender Parties"), and if Lender or Lender Parties do not have a mortgage lien on the Property or if the mortgage lien is otherwise satisfied or released of record, the Corporation may amend these articles (including this Addendum #1) in any manner it elects without any consents or approvals from Lender or Lender Parties.

End/

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