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BILZIN SUMBERG

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First Amendment to Articles of Incorporation

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This First Amendment is entered into as of the 10th day of November, 2016 by Richard A. Berkowitz, as Trustee of the Jeffrey L. Berkowitz Irrevocable Trust II Agreement dated as of January 1, 2007, the sole shareholder of Dadeland Depot, Inc. (the "Company" or "SPE Principal") and Jeffrey L. Berkowitz, as sole director and President of the Company.

Whereas, Articles of Incorporation for the Company were filed April 8, 1994 with the Secretary of State of the State of Florida (the "Articles"); and

Whereas, the Company desires to amend the Articles by adding Article XII thereto as follow;

Now, therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Articles are amended by adding the following Article XII thereto:

Article XII
SINGLE PURPOSE ENTITY

The Company shall at all times comply with the following:

(A) The Company will not own, either directly or indirectly, any asset or property other than the general partner interest in Dadeland Station Associates, Ltd ("Partnership").

(B) The Company will not engage in any business other than the ownership of the general partner interest in the Partnership and SPE Principal will conduct and operate its business as presently conducted and operated.

(C) Intentionally omitted.

(D) SPE Principal 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.

(E) SPE Principal will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation) other than 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 before delinquency.

(F) SPE Principal will not make any loans or advances to any third party (including any affiliate, constituent party or any affiliate of any constituent party), and will not acquire obligations or securities of its affiliates or any constituent party.

(G) SPE Principal is and intends to remain solvent and SPE Principal 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; provided, however, that this provision shall not be construed to require that SPE Principal's equity owners contribute additional capital to SPE Principal or make loans to SPE Principal to satisfy the foregoing obligations.

(H) SPE Principal will do or cause to be done all things necessary to observe organizational formalities and preserve its existence, and SPE Principal will not, nor permit any of its

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constituent parties, to amend, modify or otherwise change the articles of incorporation, bylaws, articles of organization, operating agreement, trust agreement or other organizational document of any SPE Principal or such constituent party in a manner which would result in a breach of any of the representations, warranties or covenants set forth in this Article XII or in a manner that would otherwise adversely affect SPE Principal's single purpose status.

(I) SPE Principal 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, SPE Principal may include its financial statements as part of a consolidated financial statement if (i) such statements contain a notation that makes clear that SPE Principal is a separate entity and that the assets and credit of SPE Principal 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 SPE Principal; SPE Principal will file its own tax returns as required by applicable state and federal law; SPE Principal has maintained and shall maintain its books, records, resolutions and agreements as official records.

(J) SPE Principal 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 SPE Principal, any constituent party of SPE Principal, or any affiliate of any constituent party), and will correct any known misunderstanding regarding its status as a separate entity, and will conduct business in its own name, and shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks.

(K) SPE Principal will not assume or guaranty the debts of any other person, will not hold itself out to be responsible for the debts of any other person, 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.

(L) SPE Principal 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; provided, however, that this provision shall not be construed to require that SPE Principal's equity owners contribute additional capital to SPE Principal or make loans to SPE Principal to satisfy the foregoing obligations.

(M) Neither SPE Principal, nor any of its constituent parties will cause or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of SPE Principal; and neither SPE Principal, nor any of its constituent parties will dispose of all or substantially all of the assets of SPE Principal and will not change SPE Principal's legal structure.

(N) SPE Principal will not commingle the funds and other assets of SPE Principal, with those of any affiliate or constituent party or any other person.

(O) SPE Principal 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.

(P) SPE Principal does not and will not hold itself out to be responsible for the debts or obligations of any other person.

(Q) SPE Principal shall continue to (i) allocate fairly and reasonably any overhead and expense for office space shared with any affiliated person, (ii) pay any liabilities, including

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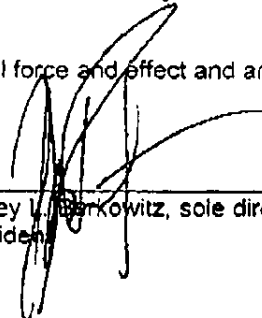
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salaries of its employees, out of its own funds and not from funds of any affiliated person and/or (iii) maintain a sufficient number of employees (which may be zero) in light of its contemplated business operations.

Except as modified herein, the Articles shall remain in full force and effect and are hereby ratified.


Richard A. Berkowitz, as Trustee of the
Jeffrey L. Berkowitz Irrevocable Trust II
Agreement dated as of January 1, 2007,
sole shareholder


Jeffrey L. Berkowitz, sole director and
President