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TO:

NAME**FL - Dadeland Centre II, Inc.****COMPANY/FIRM****FAX NUMBER****18506176380****CITY/STATE****TELEPHONE NUMBER**

FROM:

NAME**Esmi Diazdon****TELEPHONE****(305) 349-2275****DATE & TIME (Eastern Time Zone)****12/4/2015 2:56:12 PM****TOTAL PAGES (Including Cover Sheet)****8**

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MESSAGE:

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AMENDMENT
TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DADELAND CENTRE II, INC.

Pursuant to Sections 607.1003 and 607.1006 of the Florida Business Corporation Act, the Articles of Incorporation of DADELAND CENTRE II, INC. (the "Corporation") are hereby amended according to these Articles of Amendment:

FIRST: The Amended and Restated Articles of Incorporation of the Corporation are hereby amended to add new Article XIII as follows:

"ARTICLE XIII DEFINED TERMS"

The following terms utilized in these Amended and Restated Articles of Incorporation shall have the following meanings:

"NYL" means New York Life Insurance Company, a New York mutual insurance company.

"NYL Mortgage" shall mean the Renewal Mortgage, Assignment of Leases and Rents and Security Agreement from the Partnership to New York Life Insurance Company, a New York mutual insurance company, its successors and assigns encumbering the Secured Property.

"Obligations" shall have the meaning ascribed to that term in the NYL Mortgage.

"Person" shall have the meaning ascribed to that term in the NYL Mortgage.

"Secured Property" shall have the meaning ascribed to that term in the NYL Mortgage."

SECOND: Article VII(b) is hereby amended and restated to read as follows:

"(b) To cause the Partnership 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 Obligations. Capitalized terms not otherwise defined herein shall have the meanings set forth in the NYL Mortgage; and"

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THIRD: Article VIII of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

"ARTICLE VIII PROHIBITED ACTIVITIES

Notwithstanding any provision hereof to the contrary contained in the Amended and Restated Articles of Incorporation, and for so long as a mortgage lien exists in favor of NYL, its successors or assigns on any portion of the Secured Property (the "NYL Mortgage"), the following shall govern:

(i) The Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to operate and maintain the Secured Property and shall not cause the Partnership to incur, assume or guaranty any other indebtedness, except as permitted by the NYL Mortgage.

(ii) The Corporation shall not and shall not cause the Partnership 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 unless (i) the entity (if other than the Corporation or Partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the Corporation or 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 VIII and Article IX, and (c) shall expressly assume the due and punctual performance of the Corporation's or 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 Corporation or the Partnership and be continuing beyond the applicable grace period.

(iii) The Corporation shall not voluntarily commence a case with respect to itself or cause the Partnership 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.

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

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FOURTH: Article IX of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated to read as follows:

**"ARTICLE IX
SEPARATENESS**

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

(i) The Corporation as sole general partner of the Partnership shall not allow the Partnership to either directly or indirectly, own any asset or property other than the Secured Property and incidental personal property necessary for the ownership or operation of the Secured Property. The Corporation does not own and will not own, either directly or indirectly, any asset or property other than the general partnership interest in the Partnership.

(ii) The Corporation has not engaged in and will not engage in any business other than (i) the ownership of the general partnership interest in the Partnership and (ii) will conduct and operate its business as presently conducted and operated.

(iii) The Corporation shall remain the only general partner of the Partnership.

(iv) The Corporation has not entered and will not enter into any contract or agreement on behalf of the Corporation or on behalf of the Partnership with any affiliate of the Corporation or 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 Corporation has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation) on behalf of the Corporation and/or the Partnership, 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 Corporation 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 has not and will not acquire obligations or securities of its affiliates or any constituent party.

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(vii) The Corporation has been, is and intends to remain solvent and the Corporation 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 Corporation 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 Corporation has not and will not, nor has the Corporation permitted nor will the Corporation, permit any of its constituent parties, to amend, modify or otherwise change the Articles of Incorporation or other organizational document of the Corporation or such constituent party in a manner which would otherwise adversely affect the Corporation's single purpose status.

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

(x) The Corporation 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 Corporation, any constituent party of the Corporation, 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 Corporation 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 Corporation 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 Corporation 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 Corporation and neither the Corporation nor any of its respective constituent parties has disposed or will dispose of all or substantially all of

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the assets of the Corporation and has not changed and will not change the Corporation's legal structure.

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

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

(xvii) The Corporation does and 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 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.

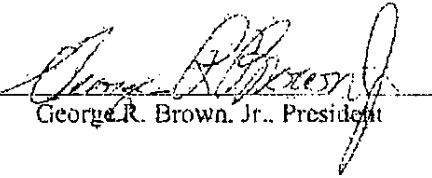
FIFTH: The foregoing amended was adopted effective as of December 1, 2015 by written consent of the shareholders and directors of the Corporation, in accordance with Sections 607.0821 and 607.0704 of the Florida Statutes, constituting a sufficient number of votes for the amendment to be approved.

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IN WITNESS WHEREOF, the undersigned President has executed these Articles of Amendment to the Amended and Restated Articles of Incorporation this 23 day of November, 2015,

DADELAND CENTRE II, INC.,
a Florida corporation

By: 
George R. Brown, Jr., President

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