

1111 LINCOLN, LLC

WRITTEN CONSENT OF THE MEMBER

November 2, 2023

The undersigned, 1111 Lincoln JV, LLC, a Delaware limited liability company ("**Member**"), constituting the sole Member of 1111 Lincoln, LLC, a Delaware limited liability company ("**Property Owner**"), hereby takes the actions set forth below by unanimous written consent without a meeting pursuant to Section 18-302 of the Delaware Limited Liability Company Act, as amended, and that certain Amended and Restated Limited Liability Company Agreement of Property Owner dated January 10, 2018 (the "**LLC Agreement**"):

*Authorization of Agreements*

**RESOLVED**, that Property Owner is hereby authorized to enter into (i) that certain 1111 Lincoln Property Management and Leasing Agreement between Property Owner and Colliers International REMS US, LLC, dated as of February 7, 2019 (the "**PMA**"), providing for the property management and retail leasing of 1111 Lincoln Road and 1664-1666 Lenox Avenue, Miami Beach, Florida 33139 (the "**Property**"), in accordance with the terms and conditions set forth therein, and (ii) that certain 1111 Lincoln Leasing Agreement between Property Owner and CBRE, Inc., dated as of March 1, 2019 (the "**Leasing Agreement**"; collectively with the PMA, the "**Agreements**"), providing for the office leasing of the Property, in accordance with the terms and conditions set forth therein; and be it further

**RESOLVED**, that the form, terms and provisions of the Agreements be, and hereby are, approved in all respects; and be it further

**RESOLVED**, that the performance by Property Owner of its obligations under the Agreements be, and hereby is, approved in all respects; and be it further

**RESOLVED**, that any two (2) Authorized Officers of Property Owner, acting jointly, are hereby authorized, empowered, and directed to execute and deliver the Agreements in the name and on behalf of Property Owner with such changes therein and modifications thereto as such Authorized Officers may in their discretion approve, which approval shall be conclusively evidenced by the execution thereof by such Authorized Officers.

*Appointment of Representatives of Colliers International REMS US, LLC as Authorized Signatory*

**RESOLVED**, that, notwithstanding any provision of the LLC Agreement to the contrary, the undersigned hereby appoints each of Duane Jordan and Arthur Littmann of Colliers International REMS US, LLC as an Authorized Signatory of Property Owner, with the authority to negotiate, execute, and deliver on behalf of Property Owner, using the title "Authorized Signatory" and without the need for the signature of a second Authorized Officer (notwithstanding the provisions of Section 10 of the LLC Agreement to the contrary), permits, service contracts, event licenses, and other similar documents and agreements (which shall not include leases or property management agreements) in connection with the operation of the Property (as defined in the LLC Agreement) in the ordinary course of business; and be it further

**RESOLVED**, Duane Jordan and Arthur Littmann of Colliers International REMS US, LLC shall remain Property Owner's Authorized Signatory for the limited purposes noted above until the earlier of (i) the date it is removed from such capacity by the Member in the Member's sole discretion, and (ii) the expiration or earlier termination of that certain 1111 Lincoln Property Management and Leasing

Agreement between the Company and Colliers International REMS US, LLC dated February 5, 2019. and be it further

**RESOLVED**, that the acts of Duane Jordan and Arthur Littmann of Colliers International REMS US, LLC that would have been authorized by the foregoing resolution except that such acts were taken prior to the adoption of such resolution are hereby severally ratified, confirmed, approved, and adopted as the acts of the Company.

*General Authorization and Ratification*

**RESOLVED**, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, any two (2) Authorized Officers of Property Owner are hereby authorized to take all such further actions, and to execute and deliver all such further agreements, amendments, instruments, documents, or certificates, in the name and on behalf of Property Owner, and to pay all such fees and expenses as are necessary or advisable and to perform all of the obligations of Property Owner, in connection with foregoing resolutions; and be it further

**RESOLVED**, that all acts and deeds heretofore done or actions taken for and on behalf of Property Owner in entering into, executing, acknowledging, or attesting to any arrangements, agreements, instruments, or documents in carrying out the terms and intentions of the foregoing resolutions be, and each of them hereby is, ratified, approved, and confirmed in all respects.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first written above. [Please note that this Written Consent was previously signed and is effective as of the date first written above but is being re-signed as of the date set forth in the notary blocks only for the purpose of notarizing the Written Consent.]

1111 LINCOLN JV, LLC,  
a Delaware limited liability company

By: 1111 Lincoln Management, LLC,  
a Delaware limited liability company,  
its Managing Member

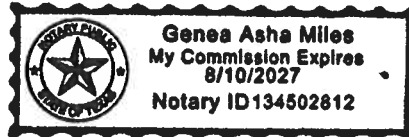
By: Adi Mayan

Name: Adi Mayan  
Title: Treasurer

By: Jeffrey B. Torto

Name: Jeffrey B. Torto  
Title: President

STATE OF Texas  
COUNTY OF Dallas



I, Genea Miles, a Notary Public of the County and State aforesaid, certify that Adi Mayan, in the capacity set forth above, personally appeared before me this day and acknowledge the execution of the foregoing instrument as the act and deed of said limited liability company.

Witness my hand and official seal this 6 day of November, 2023.

Genea Miles  
Notary Public  
Commission Expires: 8/10/2027

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, in the capacity set forth above, personally appeared before me this day and acknowledge the execution of the foregoing instrument as the act and deed of said limited liability company.

Witness my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2023.

**Notary Public**  
Commission Expires: \_\_\_\_\_

*[Signature page to 1111 Lincoln, LLC – Written Consent]*