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**BASIC AMENDMENT**

**TISHMAN REALTY CORPORATION OF FLORIDA**

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*Amended & Restated Art*

*2/2/04*

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SECOND AMENDED AND RESTATED

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

TISHMAN REALTY CORPORATION OF FLORIDA

The shareholders of Tishman Realty Corporation of Florida (hereinafter called the corporation) desire that the Articles of Incorporation of the corporation be amended and restated in accordance with the provisions of Section 607.1007 of the Florida Business Corporation Act. Accordingly, the Articles of Incorporation of the corporation are hereby amended and restated to read as follows:

FIRST: The name of the corporation is Tishman Realty Corporation of Florida.

SECOND: The corporation's principal office shall be located at, and its mailing address is 666 Fifth Avenue, 38<sup>th</sup> Floor, New York, New York 10103.

THIRD: The nature of the business and of the purposes to be conducted and promoted by the corporation, is to engage solely in the following activities:

1. To hold a general partnership interest in TRC-LBVI Associates, Ltd., a Florida limited partnership ("TRC").
2. To 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 in this Article THIRD.

FOURTH: The street address of the registered office of the corporation is c/o Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

FIFTH: The name of the registered agent at such address is Corporation Service Company.

SIXTH: The maximum number of shares which may be issued by the corporation is sixty (60) shares all of which are without par value.

SEVENTH: The corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall

H 04 00 0067678 3

H04000067678 3

continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

EIGHTH: During the Restricted Period the corporation shall be subject to the provisions of this Article EIGHTH. Upon termination of the Restricted Period, this Article EIGHTH shall be of no further force or effect. The "Restricted Period" shall be the period commencing on the date of execution and delivery by TRC of that certain Renewal, Amended and Restated Variable Interest Rate Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits to be entered into on or about March \_\_, 2004 between Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc. as mortgagee and TRC-LBVI Associates, Ltd. and THR ORLANDO LLC as mortgagor (the "Renewal Mortgage"), as the same may be amended, modified or otherwise supplement from time to time, and ending on the earlier to occur of the date upon which (i) the Renewal Mortgage is terminated; or (ii) the provisions of this Article EIGHTH are no longer required under the terms of the Renewal Mortgage. Notwithstanding anything to the contrary contained herein, during the Restricted Period, the corporation shall comply with the following provisions:

A. Certain Prohibited Activities:

1. The corporation shall only incur indebtedness in an amount necessary to further the objects of the business of the corporation.

2. Subject to the terms of the Renewal Mortgage, the corporation shall not, except to the extent not prohibited by the Renewal Mortgage, (i) incur, assume, or guaranty any indebtedness; or (ii) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity.

3. The unanimous consent of the directors is required in order to voluntarily commence, or consent to the involuntary commencement of, a case with respect to the corporation, as debtor, under the Federal bankruptcy or insolvency laws or any similar federal or state laws, or consent or acquiesce to the appointment of any trustee, receiver, conservator or liquidator of the corporation for any substantial part of the corporation's properties under any such law.

4. Except to the extent the following are permitted under the Renewal Mortgage, the corporation shall not (i) dissolve, liquidate, consolidate, merge, or sell all or substantially all of the assets of the corporation; (ii) engage the corporation in any business activity other than as provided in Article THIRD hereof; (iii) authorize the corporation to make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors under Federal or state bankruptcy, insolvency, or other similar laws; (iv) authorize the corporation to approve the implementation by TRC of any of the actions described in the first sentence of Section 7.1 of the Second Amended and Restated Agreement of Limited Partnership of TRC, as amended; and (v) amend the articles of incorporation of the corporation with respect to this Article EIGHTH (A), (C) and (D).

H04000067678 3

H04000067678 3

B. Indemnification: Any indemnification provided for in these articles shall be fully subordinated to any obligations of the corporation, if any, respecting the Renewal Mortgage and shall not constitute a claim against the corporation in the event that the corporation's cash flow is insufficient to pay such obligations.

C. Board of Directors: Two of the directors of the corporation shall be persons who shall be individuals appointed by CT Corporation System, CSC Special Services, AMACAR Group, L.L.C. or a similar corporate service or an individual reasonably satisfactory to the mortgagee under the Renewal Mortgage, in any case each who shall not have been at the time of such individual's appointment, and may not have been at any time during the preceding two years (i) a shareholder of, or an officer or employee of, TRC or any of its respective shareholders, subsidiaries or affiliates, (ii) a customer of, or supplier to, TRC or any of its respective shareholders, subsidiaries or affiliates, (iii) a person or other entity controlling any such shareholder, supplier or customer, or (iv) a member of the immediate family of any such shareholder, officer, employee, supplier or customer of any other director of the general partner of TRC (such director, an "Independent Director"); provided, if there shall be any time during which the corporation shall have one or no Independent Directors, (i) the corporation may take such action as is necessary to appoint one or two Independent Directors, as applicable; and (ii) those actions which were either (a) taken or approved at such time as there were two Independent Directors, or (b) taken or approved without the approval of the Independent Directors but which actions were not set forth in Article EIGHTH A.3 or A.4 above shall continue to be the valid and binding acts of the corporation. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise. Such Independent Directors shall be permitted to serve as the Independent Directors of any single purpose entity affiliate of TRC.

D. Separateness Covenants: In order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these Articles of Incorporation, the corporation shall:

- (i) not engage in any business unrelated to the Property (as defined in the Renewal Mortgage) and the financing thereof;
- (ii) not have any assets other than those related to its direct or indirect interest in the Mortgaged Property (as defined in the Renewal Mortgage) or the financing thereof or any indebtedness other than the Loan, indebtedness permitted to be incurred by mortgagor under the Loan Documents and trade payables incurred in the ordinary course of business and paid within the time periods set forth in the Loan Documents, and in amounts not to exceed those set forth in the Loan Documents;
- (iii) maintain its own separate books and records and its own accounts, in each case which are separate and apart from the books and records and accounts of any other person or entity;
- (iv) hold itself out as being separate and apart from any other person or entity;
- (v) not commingle its funds or assets with those of any other person or entity;
- (vi) conducts its own business in its own name;

H04000067678 3

W04000067678 3

- (vii) maintain separate financial statements;
- (viii) pay its own liabilities out of its own funds;
- (ix) observe all corporate formalities;
- (x) maintain an arm's-length relationship with its Affiliates (as defined in the Renewal Mortgage);
- (xi) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (xii) except as general partner of such other entity, not guarantee or otherwise obligate itself with respect to the debts of any other entity or hold out its credit as being available to satisfy the obligations of any other person or entity;
- (xiii) not acquire obligations or securities of its partners;
- (xiv) allocate fairly and reasonably shared expenses, including, without limitation, any overhead for shared office space, including utility charges;
- (xv) use separate stationery, invoices, and checks;
- (xvi) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity except in connection with (a) the financing or refinancing of the Mortgaged Property; (b) pledging any of its assets to secure loans or advances to the extent not prohibited under the Renewal Mortgage; and/or (c) making any loans or advances to the extent not prohibited under the Renewal Mortgage;
- (xvii) correct any known misunderstanding regarding its separate identity;
- (xviii) maintain adequate capital in light of its contemplated business operations; and
- (xix) have by-laws or other organizational document which complies with the standards and requirements for a single purpose entity set by the Rating Agencies (as defined in the Renewal Mortgage) as of date hereof applicable to a corporation, (except that (i) the corporation may incur liabilities as permitted under the Loan Documents (including loans between partners in connection with the Mortgaged Property) and (ii) restrictions on amendments to any organizational documents of the corporation shall be limited to any action relating to such person's bankruptcy, dissolution or status as a single purpose entity).

IN WITNESS WHEREOF, the undersigned, being an officer of the corporation, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand as of March 30, 2004.

  
Gary Buscemi  
Executive Vice President

H04000067678 3

**CERTIFICATE**

The foregoing Second Amended and Restated Articles of Incorporation of Tishman Realty Corporation of Florida contain amendments that require shareholder approval and were approved by the sole shareholder of the corporation executing a Written Consent dated of even date herewith and the number of votes cast approving such Second Amended and Restated Articles of Incorporation was sufficient for approval by the shareholders of the corporation.

IN WITNESS WHEREOF, the undersigned officer of the corporation has executed this Certificate on the 30<sup>th</sup> day of March, 2004.

By:   
Gary Buccemi  
Executive Vice President

H04000067678 3