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BASIC AMENDMENT

GREEN DADELAND HOTEL, INC.

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Amend & NC

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**FIRST AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
GREEN DADELAND HOTEL, INC.**

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Pursuant to Sections 607.1003 and 607.1006 of the Florida Business Corporation Act, the Articles of Incorporation of GREEN DADELAND HOTEL, INC. (the "Corporation"), are hereby amended according to this First Amendment to Articles of Incorporation:

**FIRST:** The name of the Corporation is hereby changed to DADELAND CENTRE II, INC.

**SECOND:** Article II of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

**ARTICLE II PURPOSE**

Notwithstanding any provision in the Articles of Incorporation 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 general partner of Dadeland Centre II, Ltd. (the "Partnership") whose limited purpose is to own, develop, hold, sell, assign, transfer, operate, lease, mortgage, pledge, and otherwise deal with that certain leasehold interest in that certain real property, together with improvements located at 9150 South Dadeland Boulevard, Miami-Dade County, Florida (the "Property"). The Corporation shall exercise all powers enumerated in the General Corporation Law of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**THIRD:** The Corporation's Articles of Incorporation are hereby amended as follows:

**ARTICLE XII PROHIBITED ACTIVITIES**

Notwithstanding any provision hereof to the contrary contained in the Articles of Incorporation, and for so long as a mortgage lien exists in favor of Wachovia Bank National Association, its successor or assigns on any portion of the Property (the "Wachovia Mortgage"), the following shall govern:

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(i) The Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to operate and maintain the Property and shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness, except as permitted by the Wachovia 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 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 shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, shall include in its organizational documents the same limitations set forth in this Article XI and in Article XIV, and 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."

#### ARTICLE XIII INDEMNIFICATION

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

#### ARTICLE XIV SEPARATENESS

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

(i) It shall not and shall not cause the Partnership to materially amend, modify or otherwise change its articles or certificate of incorporation, partnership

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certificate, bylaws, partnership agreement, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Corporation's or Partnership's existence as a single purpose entity.

(ii) It shall not liquidate or dissolve (or suffer any liquidation or dissolution), or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

(iii) It does not own and shall not own any asset other than its partnership interest in the Partnership.

(iv) It is not engaged and shall not engage, either directly or indirectly, in any business other than acting as corporate general partner of the Partnership.

(v) It shall not enter into any contract or agreement with any affiliate or partner of the Partnership, as applicable, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate.

(vi) It has not incurred and shall not incur, and shall not cause the Partnership to incur, any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt evidenced by the Wachovia Mortgage; trade payables or accrued expenses incurred in the ordinary course of business of operating the Property customarily satisfied within thirty (30) days and in an aggregate amount not to exceed the lesser of two percent (2.0%) of the existing principal balance of the note evidencing the debt secured by the Property or \$400,000.00, and no other debt will be secured (senior, subordinate or pari passu) by the Property; any additional debt permitted by the Wachovia Mortgage, and debt incurred in connection with the construction of the improvements on the Property as contemplated by the Wachovia Mortgage and the Loan Agreement executed in connection therewith.

(vii) It has not made and will not make any loans or advances to any third party (including any affiliate), except, however, loans or advances to The Green Companies, Inc., are permitted provided there is positive cash flow generated from the Property and Borrower maintains commercially reasonable operating reserves to pay expenses of Borrower and the Property in the ordinary course of business.

(viii) It is and shall be solvent and pay its debts from its assets as the same shall become due.

(ix) It has done or caused to be done and will do all things necessary to preserve its existence, and will observe all formalities applicable to it.

(x) It will conduct and operate its business in its own name and as presently conducted and operated.

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(xi) It will be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, the Partnership and any affiliate or partner of the Partnership).

(xii) It shall file its own tax returns.

(xiii) It shall 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.

(xiv) It has and shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of the Partnership, any affiliate or any other person.

(xv) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of the Partnership and any affiliate or it shall fairly and reasonably allocate any overhead for shared office space.

(xvi) It shall maintain separate corporate records, financial statements and books of account from those of the Partnership and any affiliate.

(xvii) It shall not commingle assets with those of the Partnership or any affiliate.

(xviii) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of the Partnership or any affiliate.

(xix) It shall not guarantee or become obligated for the debts of any other entity, including the Partnership or any affiliate or hold out its credit as being available to satisfy the obligations of others.

(xx) It shall use stationery, invoices and checks separate from the Partnership or any affiliate.

(xxi) It shall not pledge its assets for the benefit of any other entity, including the Partnership or any affiliate.

(xxii) The Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.

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

"affiliate" means any person controlling or controlled by or under common control with the parent including, without limitation any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the corporation, its parent or any affiliate thereof and (ii) any person

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which receives compensation for administrative, legal or accounting services from this corporation, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

#### ARTICLE XV VOTING

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

FOURTH: The foregoing amendment was adopted effective November 29, 2005 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.

IN WITNESS WHEREOF, the undersigned President has executed this First Amendment to Articles of Incorporation this 29th day of November, 2005.

GREEN DADELAND HOTEL, INC.,  
a Florida corporation

By: 

GEORGE R. BROWN, JR., President

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