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REFERENCE : 747802 4330802

AUTHORIZATION : Patricia K...

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : March 19, 1998

ORDER TIME : 9:19 AM

ORDER NO. : 747802-010

CUSTOMER NO: 4330802

CUSTOMER: Eve Shaftel, Esq  
R D Management Corp.  
810 Seventh Avenue  
28th Floor  
New York, NY 10019

Amend

000002463290--3

DOMESTIC AMENDMENT FILING

NAME: TWELFTH TAMPA CORP.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
XX PLAIN STAMPED COPY  
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stacy L. Earnest

EXAMINER'S INITIALS:

3/20/98	
Document	Don
Underwriter	Don
Updater	Don
Acknowledgement	Don
W.F. Earnest	Don

RECEIVED  
98 MAR 20 AM 10:40  
DIVISION OF CORPORATION

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
TWELFTH TAMPA CORP.

98 MAR 20 PM 1:05  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: Amendments adopted:

- a) Article Two is changed to read as follows:

"SECOND: The purpose for which the corporation is organized is limited to acquiring and holding the tenant interest in that certain lease (the "Lease") dated October 6, 1971 from Columbus Plaza Fee Associates, L.P. (successor-in-interest to Murry Harris and Moric Ostreicher), as Landlord; to entering into retail leases as Landlord pursuant to its master tenancy under the Lease; and to transact any and all lawful business for which a corporation may be incorporated under the General Corporation Law of the State of Florida that is incident and necessary or appropriate to the foregoing. The Corporation may not incur any indebtedness."

- b) Article Six is changed to read as follows:

"SIXTH: The street address of the principal office of the corporation is 810 Seventh Avenue, 28<sup>th</sup> Floor, New York, New York 10019."

- c) Article Seven is changed to read as follows:

"SEVENTH: The number of its directors shall be four (4)."

- d) Article Eight is changed to read as follows:

"EIGHTH: The names and addresses of the Board of Directors are as follows:

<u>Name</u>	<u>Street Address</u>
Walter R. Samuels	810 Seventh Avenue 28 <sup>th</sup> Floor New York, NY 10019
Richard J. Birdoff	810 Seventh Avenue 28 <sup>th</sup> Floor New York, NY 10019

<u>Name</u>	<u>Street Address</u>
Jonathan Maslin	666 Fifth Avenue 24 <sup>th</sup> Floor New York, NY 10103
Michael Ades	12 E. 49 <sup>th</sup> Street New York, NY 10017

e) Article Nine is changed to read as follows:

"NINTH: The Board of Directors of the Corporation shall include an independent director (the "Independent Director").

(a) The Independent Director shall be a person who is not and for the prior two years has not been (i) a stockholder, shareholder, partner, officer or employee of the Corporation, or any subsidiaries or affiliates thereof or (ii) a member of the immediate family of any such stockholder, director, partner, officer, employee or other director of the Corporation, or any subsidiaries or affiliates thereof. As used herein, the term "affiliate" means any person controlling, under common control with, or controlled by the person in question, and 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, whether through ownership of voting securities, by contract or otherwise.

(b) In the event that the Independent Director resigns, or such position is otherwise vacated, no action requiring the unanimous affirmative vote of the Board of Directors of the Corporation shall be taken until a successor Independent Director is elected and qualified and approves such action. In the event of the death, incapacity, or resignation of the Independent Director, or a vacancy for any other reason, a successor Independent Director shall be appointed by the remaining Directors."

f) The following articles are hereby added:

"TENTH: Notwithstanding any other provision of these Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as all obligations evidenced by a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing and the Assignment of Leases and Rents and Security Deposits entered into by Columbus Plaza Fee Associates, L.P. and

the Corporation in favor of Credit Suisse First Boston Mortgage Capital LLC (the "Mortgage") have been discharged, the Corporation shall not, without the unanimous affirmative vote of the members of its Board of Directors, do any of the following:

(a) amend, alter, change or repeal any provision of these Articles of Incorporation; provided, however, that so long as the Mortgage shall be in effect the Corporation shall not amend, alter, change or repeal any provision of these Articles of Incorporation under any circumstances;

(b) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, or cause the Limited Partnership to dissolve, wind-up or liquidate, in whole or in part or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, so long as the Mortgage shall be in effect;

(c) engage in any business or activity other than as set for in these Articles of Incorporation;

(d) sell, assign, transfer, exchange, convey, encumber or otherwise dispose of any or all of the Corporation's right, title or interest as tenant under the Lease; or

(e) file a voluntary petition or otherwise initiate or consent to proceedings to be adjudicated insolvent or seeking an order for relief as a debtor under the United States Bankruptcy Code, as amended (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code"), or file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all of any substantial part of the properties and assets of the Corporation, or make or consent to any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any corporate action in furtherance of any

such action."

"ELEVENTH: The Corporation shall (i) observe all corporate formalities, including the maintenance of current minute books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (iv) pay all its liabilities out of its own funds, (v) in all dealings with the public, identify itself, and conduct its own business, under its own name and as a separate and distinct entity, (vi) independently make decisions with respect to its business and daily operations, (vii) maintain an arm's length relationship with its affiliates, (viii) pay the salaries of its own employees, (ix) allocate fairly and reasonably any overhead for shared office space, (x) use separate stationery, invoices and checks, (xi) at all times remain solvent, (xii) file its own tax return and (xiii) maintain adequate capital sufficient to carry out these enumerated covenants."

"TWELFTH: (a) The Corporation shall not (i) commingle its assets with those of, or pledge its assets for the benefit of, or any other person, (ii) assume or guarantee, or hold out its credit as being available to satisfy the liabilities of any other person, (iii) acquire or obligations or securities of, or make loans or advances to, any affiliate."

(b) The Corporation shall not amend, alter, change or repeal any provision contained in these Articles of Incorporation, or add or insert any other provision herein except in accordance with the terms and provisions of the Mortgage. All rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to these Articles of Incorporation in its present form or as amended are granted subject to the rights reserved in this paragraph."

"THIRTEENTH: Any indemnification that the Corporation extends to its directors and officers shall (i) be fully subordinate to any and all obligations imposed by the Mortgage and (ii) not constitute a claim against the Corporation so long as the Mortgage shall be in effect."

SECOND: The amendments certified herein shall be effective as of the date of filing hereof.

THIRD: The amendments were adopted by the Board of Directors of the Corporation without shareholder action and shareholder action was not required.

Signed this 17<sup>th</sup> day of March, 1998.

Walter R. Samuels  
Walter R. Samuels, Director