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**BASIC AMENDMENT**

**DADELAND SQUARE, INC.**

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**FIRST AMENDMENT TO  
THE ARTICLES OF INCORPORATION  
FOR  
DADELAND SQUARE, INC.**

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Pursuant to the provisions of the Florida Business Corporation Act, Fla. Stat. §607.0101 *et seq.* (the "Act"), DADELAND SQUARE, INC., a Florida corporation ("Corporation"), hereby amends its Articles of Incorporation as follows:

I.

Article II of the Articles of Incorporation, as previously amended are hereby deleted in their entirety, and the following shall be substituted in its stead:

ARTICLE II. PURPOSES AND LIMITATIONS. The Corporation is organized subject to the following limitations and restrictions:

Section 1. Limited Purpose. Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and the purposes to be conducted and promoted by the Corporation, is to engage solely in the following activities:

(i) To act as the sole General Partner of Kendall-77, Ltd., a Florida limited partnership (the "Partnership"), whose sole purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain leasehold interest in that certain real property, together with all improvements located thereon, located at 7700 North Kendall Drive, Miami-Dade County, Florida (the "Property") and to act as the sole General Partner of Dadeland Square, Ltd., a Florida limited partnership and the sole limited partner of the Partnership (the "Limited Partner").

(ii) To exercise all powers enumerated in the Act as enacted in the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Section 2. Certain Prohibited Activities. Notwithstanding any provision hereof to the contrary and for so long as the mortgage lien of the Wachovia Mortgage exists on any portion of the Property in favor of Wachovia Bank National Association, its successors and assigns, the following shall govern:

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

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cause or allow the Limited Partner to incur any indebtedness except as expressly authorized by the Wachovia Mortgage.

(ii) The Corporation shall not, and shall not cause the Partnership or the Limited Partner 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 or Limited Partner) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Corporation or Partnership or Limited Partner 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 II, and (c) shall expressly assume the due and punctual performance of the Corporation'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 the Corporation and/or the Partnership or the Limited Partner and be continuing beyond the applicable grace period.

(iii) The Corporation will not, and shall not cause the Partnership or the Limited Partner 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 all of the Board of Directors.

Section 3. Indemnification. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Corporation or the Partnership or the Limited Partner in the event that cash flow is insufficient to pay such obligations.

Section 4. Separateness Covenants. Notwithstanding any provision hereof to the contrary and for so long as the Wachovia Mortgage 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 shall conduct its affairs in accordance with the following provisions:

(i) It shall not, and shall not cause the Partnership or the Limited Partner to, amend, modify or otherwise change its articles of incorporation, bylaws, 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 the Partnership's or the Limited Partner's existence as a single purpose entity.

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

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(iii) It does not own and shall not own any asset other than its interests in the Partnership and the Limited Partner.

(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 and the Limited Partner.

(v) It shall not enter into any contract or agreement with any affiliate or partner of the Partnership or the Limited Partner, 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 (A) the debt evidenced by the Wachovia Mortgage on the Property, (B) 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 one percent (1.0%) of the existing principal balance of the note evidencing the debt secured by the Property or \$200,000.00, and no other debt will be secured (senior, subordinate or pari passu) by the Property, and (C) any additional debt permitted by the Wachovia Mortgage. It shall not cause the Limited Partner to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than as expressly authorized by the Wachovia Mortgage.

(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 the Corporation maintains commercially reasonable operating reserves to pay expenses of the Corporation 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.

(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, any affiliate or partner, as applicable).

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- (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 any affiliate, partner or any other person.
- (xv) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates or partners, or it shall fairly and reasonably allocate any overhead for shared office space.
- (xvi) It shall maintain separate records, financial statements and books of account from those of any affiliate or partner.
- (xvii) It shall not commingle assets with those of any affiliate or partner.
- (xviii) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.
- (xix) It shall not guarantee or become obligated for the debts of any other entity (other than the Partnership), including any affiliate or partner, or hold out its credit as being available to satisfy the obligations of others.
- (xx) It shall use stationery, invoices and checks separate from any affiliate or partner.
- (xxi) It shall not pledge its assets for the benefit of any other entity (other than the Partnership), including any affiliate or partner.

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

"affiliate" means any person controlling or controlled by or under common control with the parent including, without limitation (i) 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 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.

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"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.

Section 5. Voting. Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Partnership or the Limited Partner, notwithstanding that the Partnership or Limited Partner is not then insolvent, the Corporation shall take into account the interest of the creditors of the Partnership or Limited Partner (as applicable), as well as those of its Partners.

## II.

Article VI of the Articles of Incorporation are hereby amended by inserting the following phrase at the beginning of the second, third and fourth paragraphs thereof:

"Except as otherwise limited by the provisions of Article II of the Corporation's Articles of Incorporation,"

## III.

The foregoing amendment was duly authorized by the shareholders of the Corporation. Except as amended herein, the Corporation ratifies the provisions of the Corporation's Articles of Incorporation.

IN WITNESS WHEREOF, the Corporation has caused this Amendment to be executed effective as of the 30th day of September, 2005.

DADELAND SQUARE, INC., a Florida corporation

By: 

GEORGE R. BROWN, JR., its President

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