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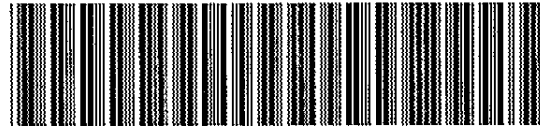
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Capitol Services, Inc.

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Kathi or Brent

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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. T-Rex Boca LLC L00-535
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
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NEW FILINGS

☐ Profit

☐ Not for Profit

☐ Limited Liability

☐ Domestication

☐ Other

AMENDMENTS

☒ Amendment

☐ Resignation of R.A., Officer/Director

☐ Change of Registered Agent

☐ Dissolution/Withdrawal

☐ Merger

OTHER FILINGS

☐ Annual Report

☐ Fictitious Name

REGISTRATION/QUALIFICATION

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Trademark

☐ Other

Examiner's Initials

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
T-REX BOCA LLC**

Pursuant to the provisions of section 608.411, Florida Statutes, this Florida profit limited liability company deems appropriate to adopt the following amended and restated articles of organization to its articles of incorporation:

The undersigned hereby certify as follows:

FIRST: The name of the limited liability company is: T-REX Boca LLC (the "**Company**").

SECOND: The date it filed its Articles of Organization with the Secretary of State is January 13, 2000.

THIRD: The text of the Article of Organization, as amended heretofore, is hereby restated as further amended to read as herein set forth in full:

1. The name of the limited liability company is T-REX Boca LLC (the "**Company**").
2. The mailing address of the Company and the street address of the principal office of the Company are:

c/o Preminger & Glazer, PLLC
5301 Wisconsin Avenue, N.W.
Suite 740
Washington, DC 20015

3. The name and registered office of the initial registered agent of the Company in Florida are:

United Corporate Services, Inc.
9200 South Dadeland Blvd.
Suite 508
Miami, FL 33156

The registered agent is a Service Corporation Company which is a State of Florida corporation.

4. The period of duration of the Company shall be perpetual.
5. The purpose of the Company is (i) to serve as manager of T-Rex Boca Investor LLC, a Delaware limited liability company (the "**Operating Company**") and (ii) to engage in any and all activities incidental or related to the foregoing.

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6. The Company is to be managed by a manager or managers. The name and address of the initial manager of the Company, who is to serve as manager until his successor(s) is (are) elected and qualify, are as follows:

| <u>Name:</u> | <u>Address</u> |
|-----------------|--|
| T-Rex Boca Inc. | 5301 Wisconsin Avenue, N.W. Suite 740 Washington, D.C. 20015 |

7. For all purposes of this Articles of Organization, the following definitions shall have the following meanings:

"Mezzanine Loan" shall mean the loan to T-Rex Boca Investor LLC, a Delaware limited liability company evidenced and secured by the Mezzanine Loan Documents.

"Mezzanine Loan Documents" shall mean and refer to all of the documents and agreements evidencing and/or securing the mezzanine loan made from Lehman Brothers Holdings, Inc. ("Lehman") to T-Rex Boca Investor LLC and any modifications, substitutions, replacements and renewals thereof.

8. Notwithstanding any other provision of this Articles of Organization to the contrary, so long as the Mezzanine Loan is outstanding, the Company may not do any of the following:

- (a) dissolve or liquidate, in whole or in part;
- (b) consolidate or merge with or into any other entity or convey or transfer substantially all its properties and assets to any person or entity; or
- (c) amend Article Five or Articles Eight through Ten of this Articles of Organization.

9. Notwithstanding any other provision of this Articles of Organization to the contrary, the Company represents and warrants as to itself only, as follows:

- (a) Company does not and will not engage in any business other than the management of the Operating Company, and Company will conduct and operate its business in all material respects as presently conducted and operated.
- (b) Any contracts between or among any of Company, Operating Company or their respective direct or indirect partners, members, shareholders or affiliates ("Affiliate Agreements") shall be made on an arm's-length basis and shall be subject to Lehman's prior approval. The parties to each Affiliate Agreement shall acknowledge and agree that if an event of default shall have occurred and be continuing each such Affiliate Agreement is terminable upon notice,

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without penalty, premium or liability for future or accrued liabilities or obligations. Following an event of default, if requested by Lehman in writing, Company shall, or shall cause Company or Operating Company, as applicable, to terminate any Affiliate Agreement specified by Lehman within five days after delivery of Lehman's request.

- (c) Company has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than: (i) the Mezzanine Loan; and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are customary and reasonable under the circumstances. Except with Lehman's prior written approval in each instance, no indebtedness other than the Mezzanine Loan is or shall be secured by the Company. Lehman's approval shall be granted or withheld at Lehman's sole discretion. In connection with any such financing approved by Lehman, Company shall be required to obtain and deliver to Lehman a subordination and standstill agreement from such lender which shall be in form and substance satisfactory to Lehman in its sole discretion.
- (d) Company has not made and will not make any loans or advances to any third party (including any general partner, manager or managing member thereof, as the case may be, any affiliate of Company, Operating Company or any general partner, manager or managing member thereof, as the case may be, except in de minimis amounts in the ordinary course of business and of the character of trade or operational expenses.
- (e) Company has done or caused to be done, and will do or cause to be done, all things necessary to preserve its existence.
- (f) Company will not, nor will Company permit any general partner, manager or managing member thereof (as the case may be), to amend, modify or otherwise change the organizational documents of Company or such constituent party.
- (g) Company will maintain books and records and bank accounts separate from those of its affiliates (and each general partner, manager or managing member thereof, as the case may be). Company will file or cause to be filed separate tax or information returns (but if Company is a single member limited liability company as of the date hereof, only to the extent required by applicable law).
- (h) Company shall not change the principal place of its business without providing Lehman with at least 30 days prior written notice of such change to Lehman.
- (i) Company is and will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate

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of Company, Operating Company, any general partner, manager or managing member thereof (as the case may be).

- (j) Neither Company nor any general partner, manager or managing member thereof, as the case may be, will cause or seek the dissolution or winding up, in whole or in part, of Company.
- (k) Company will not commingle its funds and other assets with those of any constituent party, any affiliate of Company, of any constituent party or any other person.
- (l) Company (and each general partner, manager or managing member thereof, as the case may be) will not voluntarily file or consent in writing to the filing of any petition to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.
- (m) Company does not and will not hold itself out to be responsible for the debts or obligations of any other person.
- (n) Operating Company does not, and Company shall not permit Operating Company to, own any asset or property other than: (i) Operating Company's interest in Boca Technology Center, LLC, a Florida limited liability company ("Boca Tech"); and (ii) incidental personal property necessary for Operating Company's activities as an owner of Boca Tech.
- (o) Company shall at all times maintain at least one duly-appointed independent member of its board of directors, which independent director has not been at the time of such individual's appointment and may not have been at any time during the preceding two years: (i) a stockholder of, or an officer or an employee of Company or any of its affiliates; (ii) a customer of or supplier to Company or any of its affiliates (other than an officer or employee of a title insurance company or corporate service provider); (iii) a person or other entity controlling any such stockholder, officer, employee, customer or supplier; or (iv) a member of the immediate family of any such stockholder, officer, employee, customer or supplier or any other director of Company or any of its affiliates. As used in this subsection, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity, whether through ownership of voting securities, by contract or otherwise

10. Notwithstanding any other provision of this Articles of Organization to the contrary and for so long as the Mezzanine Loan is outstanding, the unanimous consent of all member(s) of the Company (and the Independent Director) is required for the Company and/or the Operating Company to:

- (a) institute proceedings to be adjudicated bankrupt or insolvent;
- (b) consent to the institution of bankruptcy or insolvency proceedings against it;
- (c) file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;
- (d) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Corporation, the Company, the Operating Company or a substantial part of its properties;
- (e) make any assignment for the benefit of creditors;
- (f) admit in writing its inability to pay its debts generally as they become due;
- (g) otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;
- (h) take any action in furtherance of any of the preceding actions;
- (i) engage in transactions with affiliates; or
- (j) except as otherwise provided in Article Seven hereof; amend the organizational documents of the Corporation, the Company and/or the Operating Company Member

11. The rights and authority of the members of the Company shall be governed by a separate written Operating Agreement among the members, and no member of the Company, solely by virtue of being a member, shall have authority to bind the Company. The Operating Agreement in its entirety and its amendments shall be in writing.

All other terms used but not otherwise defined herein shall have the meaning ascribed thereto in that certain Loan Agreement (Mezzanine Loan) between Operating Company and Lehman.

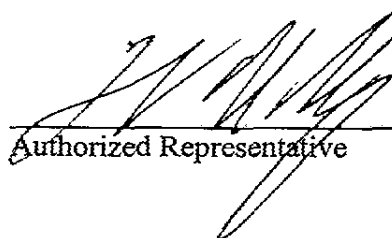
FOURTH: This Amended and Restated Articles of Organization contains amendments which were adopted by the board of directors without shareholder action and shareholder action was not required.

FIFTH: This Amended and Restated Articles of Organization supersedes the original Articles of Organization and all amendments to them.

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IN WITNESS WHEREOF, the undersigned has this 31 day of March, 2003 made and subscribed this Amended and Restated Articles of Organization and affirmed that the statements made herein are true under the penalties of perjury.


Authorized Representative

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CONSENT OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in these Articles of Organization. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Michael A. Barr, President

9200 South Dadeland Blvd., Suite 508
Miami, Florida 33156

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