

L66666663894

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



000033714080

05/04/04 -01025--009 \*\*130.00

FILED

04 MAY -4 AM 7:50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

04 MAY -4 AM 9:59

DEPT. OF STATE  
CORPORATIONS  
TALLAHASSEE, FLORIDA

Handwritten signature



UCC FILING & SEARCH SERVICES, INC.  
526 East Park Avenue  
Tallahassee, Florida 32301  
(850) 681-6528

**HOLD**  
FOR PICKUP BY  
UCC SERVICES  
OFFICE USE ONLY

May 4, 2004

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**  
Boca Technology Center, LLC

FILED  
MAY - 4 AM 7:50  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

**SECOND AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
BOCA TECHNOLOGY CENTER, 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 certifies as follows:

**FIRST:** The name of the limited liability company is: Boca Technology Center, LLC (the "**Company**").

**SECOND:** The date it filed its Articles of Organization with the Secretary of State is April 5, 2000.

**THIRD:** The Amended and Restated Articles of Organization were filed on April 7, 2003.

**FOURTH:** The text of the Amended and Restated Articles 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 Boca Technology Center, LLC (the "**Company**").
2. Notwithstanding any other provisions of these Articles of Organization, the Company shall take all actions necessary to comply with, and will refrain from taking any actions in violation of, the covenants set forth on Schedule 1 attached hereto.
3. The mailing address of the Company and the street address of the principal office of the Company are:

747 Third Avenue  
24<sup>th</sup> floor  
New York, New York 10017

4. 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.

**FILED**  
04 MAY 14 AM 7:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

5. The period of duration of the Company shall be perpetual.
6. The Company is to be managed by a member or members. The name and address of the initial manager of the Company, who is to serve as managing manager until its successor(s) is (are) elected and qualify, are as follows:

Name:

Address

T-REX Boca Owners Corp.

5301 Wisconsin Avenue, N.W.  
Suite 740  
Washington, DC 20015

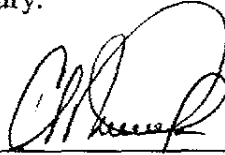
7. The rights and authority of the members of the Company shall be governed by a separate written Operating Agreement among the members, and no member of the Company, solely by virtue of being a member, shall have authority to bind the Company. The Operating Agreement in its entirety and its amendments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

**FIFTH:** This Second Amended and Restated Articles of Organization contains amendments which were adopted by the members.

**SIXTH:** This Second Amended and Restated Articles of Organization supersedes the Amended and Restated Articles of Organization and all amendments to them.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the undersigned has this 30 day of April, 2004 made and subscribed this Second Amended and Restated Articles of Organization and affirmed that the statements made herein are true under the penalties of perjury.



\_\_\_\_\_  
Authorized Representative

## **SCHEDULE 1**

### **DEFINITION OF SPECIAL PURPOSE ENTITY/SEPARATENESS COVENANTS**

Company covenants and agrees that it has not, and shall not:

1. engage in any business or activity other than the acquisition, development, ownership, operation, leasing, managing and maintenance of the Property, and entering into the Loan, and activities incidental thereto and with respect to Principal, engage in any business or activity other than the ownership of its interest in Company, and activities incidental thereto;
2. acquire or own any material assets other than (i) the Property (other than the Sold Parcels), and (ii) such incidental Personal Property as may be necessary for the operation of the Property and with respect to Principal, acquire or own any material asset other than its interest in Company;
3. merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
4. (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Company's Articles of Organization in such a way which would cause a breach of Section 4.1.35 of the Loan Agreement (as defined below);
5. commingle its assets with the assets of any of its members, Affiliates, principals or of any other Person, participate in a cash management system with any other Person or fail to use its own separate stationery, telephone number, invoices and checks;
6. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except (A) for the Travelers Loan and the Prior Lehman Loan, which loans have been repaid in full as of the date hereof and (B) trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date due, (iii) does not exceed, in the aggregate, four percent (4%) of the outstanding principal balance of the Note and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances;
7. become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
8. (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members principals and Affiliates of Company, the Affiliates of a member, general partner or principal of Company, and any other Person, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other Person or (iii) include the assets or liabilities of any other Person on its financial statements;

9. enter into any contract or agreement with any member, principal or Affiliate of Company, Guarantor, or any member, general partner, principal or Affiliate thereof, except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms' length basis with third parties other than any member, general partner, principal or Affiliate of Company, Guarantor, or any member, general partner, principal or Affiliate thereof;
10. seek the dissolution or winding up in whole, or in part, of Company;
11. fail to correct any known misunderstandings regarding the separate identity of Company or any member, general partner, principal or Affiliate thereof or any other Person;
12. guarantee or become obligated for the debts of any other Person or hold itself out to be responsible for the debts of another Person;
13. make any loans or advances to any third party, including any member, general partner, principal or Affiliate of Company or any member, general partner, principal or Affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or Affiliate of Company or any member, general partner, or Affiliate thereof;
14. fail to file its own tax returns or be included on the tax returns of any other Person except as required by Applicable Law;
15. fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or a name franchised or licensed to it by an entity other than an Affiliate of Company, and not as a division or part of any other entity in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that Company is responsible for the debts of any third party (including any member, general partner, principal or Affiliate of Company or any member, general partner, principal or Affiliate thereof);
16. fail to 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;
17. share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or Affiliate of Company, (ii) any Affiliate of a general partner, principal or member of Company, or (iii) any other Person;
18. fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;
19. pledge its assets for the benefit of any other Person, and with respect to Company, other than with respect to the Loan;
20. fail to maintain a sufficient number of employees in light of its contemplated business operations;
21. fail to hold its assets in its own name;
22. have any of its obligations guaranteed by an Affiliate except by Guarantor in connection with the Loan pursuant to the Guaranty; and
23. violate or cause to be violated the assumptions made with respect to Company in the Insolvency Opinion.

All other terms used but not otherwise defined herein shall have the meaning ascribed thereto in that certain Loan Agreement (the "**Loan Agreement**") between the Company and Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc.