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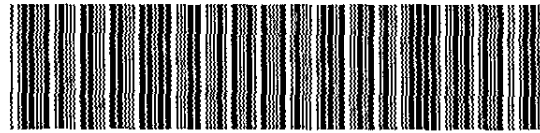
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 625321 7228100
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ 25.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : May 7, 2004
ORDER TIME : 3:54 PM
ORDER NO. : 625321-005
CUSTOMER NO: 7228100
CUSTOMER: Tim O'shea
Bv Group Ventures Llc
Suite 950
1650 Tysons Blvd.
Mc Lean, VA 22102

DOMESTIC AMENDMENT FILING

NAME: MIAMI RIVER ASSOCIATES, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea -- EXT# 2914

EXAMINER'S INITIALS: _____

**STATE of FLORIDA
AMENDED and RESTATED
ARTICLES of ORGANIZATION of
MIAMI RIVER ASSOCIATES, LLC**

FILED
04 MAY -7 AM 9:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Under the laws of the State of Florida including but not limited to Florida Statutes Title XXXVI, Ch. 608.411, the undersigned hereby files this Amended and Restated Articles of Organization of Miami River Associates, LLC (the "Company"), a limited liability company.

FIRST: The Company's Articles of Organization, filed on February 8, 2001, as amended on June 20, 2001, and as last amended by those certain Articles of Amendment to the Articles of Organization for MIAMI RIVER ASSOCIATES, LLC, a Florida limited liability company on April 23, 2002, are hereby deleted in their entirety.

SECOND: The following amendments to the Articles of Organization, as amended, were adopted by the Company:

ARTICLE ONE: NAME.

The name of the limited liability company is:

NGP MIAMI RIVER ASSOCIATES LLC

ARTICLE TWO: ADDRESS.

The Company's registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent in charge thereof is Corporation Service Company.

ARTICLE THREE: DURATION; PURPOSE; MANAGEMENT.

(a) The period of duration of the Company shall be 75 years.

(b) The Company's business and purpose shall consist solely of the acquisition, ownership, operation, maintenance and management of the real property located at 333 South Miami Avenue, Miami, Florida, and commonly known as One Riverview Square (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

(c) The Company is to be managed by a manager or managers and the name and address of the initial manager who is to serve as Manager is:

NGP Miami, LLC, a Delaware limited liability company
c/o NGP Capital LLC
1650 Tysons Boulevard, Suite 950
McLean, VA 22102

ARTICLE FOUR: RESTRICTIONS/LIMITATIONS
ON POWERS AND DUTIES.

Notwithstanding any other provisions of the Company's Amended and Restated Articles of Organization, Second Amended and Restated Operating Agreement or similar organizational documents, or any provision of law that otherwise so empowers the Company, so long as any obligations secured by a first deed of trust lien on the Property ("Deed of Trust") remain outstanding and not discharged in full, the Company shall not do any of the following without the prior written consent of any holder of a first deed of trust lien on the Property ("Lender") :

- (a) engage in any business or activity other than the acquisition, development, ownership, operation, leasing and managing and maintenance of the Property, and entering into the loan made in connection with any Deed of Trust ("Loan") and activities incidental thereto;
- (b) acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (c) merge into or consolidate with any person or entity 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;
- (d) (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) amend, modify, terminate or fail to comply with the provisions of the Company's Amended and Restated, Operating Agreement or similar organizational documents, as the case may be;
- (e) own any subsidiary or make any investment in, any person or entity;
- (f) commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity, participate in a cash management system with any other entity or person or fail to use its own separate stationery, telephone number, invoices and checks;
- (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except for trade payables incurred 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 when due within sixty (60) days of the date incurred, (iii) does not exceed in the aggregate four percent (4%) of the outstanding principal balance of the note evidencing the indebtedness secured by any Deed of Trust ("Note"), and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances;

- (h) 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;
- (i) (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and affiliates of the Company, the affiliates of a member, general partner or principal of the Company, and any other person or entity, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other entity or person, or (iii) include the assets or liabilities of any other person or entity on its financial statements;
- (j) enter into any contract or agreement with any member, general partner, principal or affiliate of the Company, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof (other than a business management services agreement with an affiliate of the Company, provided that (i) the manager, or equivalent thereof, under such agreement holds itself out as an agent of the Company, and (ii) the agreement meets the standards set forth in this subsection (j) following this parenthetical), 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 the Company, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof;
- (k) seek the dissolution or winding up in whole, or in part, of the Company;
- (l) fail to correct any known misunderstandings regarding the separate identity of the Company or any member, general partner, principal or affiliate thereof or any other person;
- (m) guarantee or become obligated for the debts of any other entity or person or hold itself out to be responsible for the debts of another person;
- (n) make any loans or advances to any third party, including any member, general partner, principal or affiliate of the 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 the Company, or any member, general partner, or affiliate thereof;
- (o) fail to file its own tax returns or be included on the tax returns of any other person or entity except as required by applicable law;
- (p) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any member, general partner, principal or

affiliate of the Company, or any member, general partner, principal or affiliate thereof);

- (q) 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;
- (r) 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 the Company, (ii) any affiliate of a general partner, principal or member of the Company, or (iii) any other person or entity;
- (s) 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;
- (t) pledge its assets for the benefit of any other person or entity, other than with respect to the Loan;
- (u) fail to maintain a sufficient number of employees in light of its contemplated business operations;
- (v) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors without the affirmative vote of all of the members of the Company;
- (w) fail to hold its assets in its own name;
- (x) have any of its obligations guaranteed by an affiliate;
- (y) hold itself out or identify itself as a division or part of any other person or entity, or identify any other person or entity as a division or part of the Company;
- (z) amend Articles Three, Four, Five, Six or Seven of this Amended and Restated Articles of Organization.

So long as any obligations secured by the Deed of Trust remain outstanding and not discharged in full, the Company shall have a corporate managing member having a certificate of incorporation containing the restrictions and terms set forth in Articles Three, Four and Five of the Certificate of Incorporation of NGP Miami River Associates, Inc. (the "Managing Member") as of the date hereof, and the Company shall have no other managing members.

ARTICLE FIVE: TITLE TO COMPANY PROPERTY.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member of the Company shall have any ownership

interest in any Company property in its individual name or right, and each member's membership interest in the Company shall be personal property for all purposes.

ARTICLE SIX: SEPARATENESS/OPERATIONS MATTERS.

The Company shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates and maintain a sufficient number of employees in light of its contemplated business operations;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee or pay the debts or obligations of any other person;
- (k) pay its own liabilities out of its own funds;
- (l) not acquire obligations or securities of its members;
- (m) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (n) correct any known misunderstanding regarding its separate identity;
- (o) maintain adequate capital in light of its contemplated business operations; and
- (p) maintain all required qualifications to do business in the state in which the Property is located.

**ARTICLE SEVEN: EFFECT OF BANKRUPTCY, DEATH,
INCOMPETENCY OR WITHDRAWAL OF A MEMBER.**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member of the Company shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any membership interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member. In the event that the Company has only one member, such member may not withdraw as a member of the Company without the prior written consent of the Lender, which consent may be granted, withheld or conditioned in the Lender's sole discretion, including, without limitation, the condition that a succeeding member acceptable to Lender in Lender's sole discretion exist and succeed the withdrawing member so that the operations and existence of the Company continue. The foregoing shall apply to the fullest extent permitted by applicable law.

ARTICLE EIGHT: GOVERNING PROVISIONS.

In the event of any conflicts between the terms and conditions of this Amended and Restated Articles of Organization and the Company's Second Amended and Restated Operating Agreement or similar organizational documents, the terms and conditions of this Amended and Restated Articles of Organization shall govern, but only to the extent of any such conflicts.

In Witness Whereof, the undersigned has executed these Amended and Restated Articles of Organization of Miami River Associates, LLC this 7th day of May, 2004.

BY: 
Authorized Representative

NAME: Timothy O'Shea