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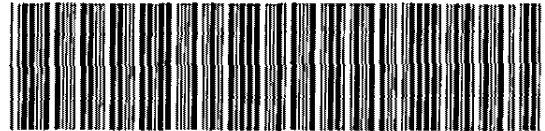
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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 679205 7199649

AUTHORIZATION : *Patricia Pijoto*

COST LIMIT : \$ 55.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : May 24, 2004

ORDER TIME : 2:51 PM

ORDER NO. : 679205-015

CUSTOMER NO: 7199649

CUSTOMER: Ms. Arlene Rasile
Hunton & Williams
Suite 2500, Barclays Financial
Center 1111 Brickell Ave
Miami, FL 33131

DOMESTIC AMENDMENT FILING

NAME: 444 BRICKELL MANAGER LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Darlene Ward -- EXT# 2935

EXAMINER'S INITIALS: _____

**CERTIFICATE OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
444 BRICKELL MANAGER LLC**

FILED
04 MAY 24 PM 3:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.411 of the Florida Statutes, 444 Brickell Manager LLC, a Florida limited liability company (hereinafter the "Company") adopts the following Second Certificate of Amendment to its Articles of Organization:

FIRST: The name of the Company is 444 Brickell Manager LLC.

SECOND: The date of the filing of the Articles of Organization of the Company (the "Articles of Organization") was May 8, 2001.

THIRD: The following amendments to the Articles of Organization were adopted by all of the Members of the Company.

FOURTH: Article II of the Articles of Organization is hereby amended and restated in its entirety to read as follows:

ARTICLE II. ADDRESS

The principal office and mailing address of the Company is: 444 Brickell Avenue, Suite 900, Miami, Florida 33131.

FIFTH: Article III of the Articles of Organization is hereby amended and restated in its entirety to read as follows:

ARTICLE III. REGISTERED AGENT AND OFFICE

The Company designates Stuart K. Hoffman, Esq., with an address at c/o Hunton & Williams LLP, 1111 Brickell Avenue, Suite 2500, Miami, Florida 33131, as the registered agent of the Company.

SIXTH: Article VI of the Articles of Organization is hereby amended and restated in its entirety to read as follows:

ARTICLE VI. PURPOSE

The Company is organized solely to act as the managing member of Rivergate Investors, LLC, a Florida limited liability company (the "LLC").

SEVENTH: The following is hereby added to the Articles of Organization as Article VIII:

ARTICLE VIII. SPE COVENANTS

Notwithstanding any other provision of these Articles of Organization or any provision of law that otherwise so empowers the Company, and so long as any obligations of the Company pursuant to that certain loan from MONY Life Insurance Company (the "Lender") in the maximum principal amount of \$34,050,000 (the "Loan") remain outstanding and not paid in full, the Company shall not, do any of the following (the "Separateness Covenants"):

- (i) engage in any business or activity other than acting as the managing member of the LLC and activities incidental thereto;
- (ii) acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the LLC;
- (iii) 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, without in each case Lender's consent;
- (iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of its Articles of Organization;
- (v) own any subsidiary or make any investment in, any person or entity without the consent of Lender;
- (vi) commingle its assets with the assets of any of its members, affiliates, principals or any other person or entity, nor fail to hold all of its assets in its own name;
- (vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except for (x) trade payables in the ordinary course of business of owning and operating the Property, provided that such trade payable debt is not evidenced by a note and is paid when due, and (y) fully subordinated, unsecured loans by the members of the Company;
- (viii) become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due;
- (ix) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, principals, trustees, beneficiaries, and affiliates of the Company, the affiliates of any member, principal, trustee or beneficiary of the Company, and any other person or entity;
- (x) except with respect to that certain Management Contract for the Property between the LLC and Redwood Real Estate Services LLC dated June 21, 2001 and approved by Lender, enter into any contract or agreement with any member, principal, trustee, beneficiary or affiliate of the Company, or any member, general partner, shareholder, principal, trustee, beneficiary or affiliate thereof, except upon terms and conditions that are extrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with

third parties other than any member, principal, trustee, beneficiary or affiliate of the Company, or any member, general partner, shareholder, principal, trustee, beneficiary or affiliate thereof;

(xi) seek the dissolution or winding up in whole, or in part, of the Company;

(xii) fail to correct any known misunderstandings regarding the separate identity of the Company;

(xiii) hold itself out to be responsible for the debts of others, except under the Loan;

(xiv) make any loans or advances to any third party, including any member, principal, trustee, beneficiary or affiliate of the Company, or any member, general partner, shareholder, principal, trustee, beneficiary or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment grade securities);

(xv) fail to file its own tax returns (and in no event shall Company file a consolidated federal income tax return with any other entity);

(xvi) fail to either hold itself out to the public as a legal entity separate and distinct from any other person or entity 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, principal, trustee, beneficiary or affiliate of the Company, or any member, general partner, shareholder, principal, trustee, beneficiary or affiliate thereof), except under the Loan;

(xvii) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and in light of its contemplated business operations;

(xviii) share any common logo with or hold itself out as or be considered a department or division of (i) any member, principal, trustee, beneficiary or affiliate of the Company, (ii) any affiliate of a member, trustee, beneficiary or principal of the Company, or (iii) any other person or entity;

(xix) fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;

(xx) have its assets listed on the financial statement of any other person or entity, except as required for tax reporting purposes;

(xxi) fail to observe all applicable organizational formalities;

(xxii) fail to pay the salaries of its own employees (if any) from its own funds;

(xxiii) fail to maintain a sufficient number of employees in light of its contemplated business operations;

(xxiv) 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;

- (xxv) fail to use separate stationery, invoices, and checks bearing its own name;
- (xxvi) pledge its assets for the benefit of any other person or entity; and
- (xxvii) amend Article IX of the Articles of Organization without the consent of the Lender.

Notwithstanding the foregoing Separateness Covenants, all of the membership interests in the Company may be transferred in accordance with the terms and provision of that certain Loan Agreement by and between the LLC and Lender and executed in connection with the Loan.

EIGHTH: The following is hereby added to the Articles of Organization as Article IX:

ARTICLE IX. INDEPENDENT MEMBER

Notwithstanding any other provision of these Articles of Organization or any provision of law that otherwise so empowers the Company, and so long as any obligations of the Company in favor of the Lender or its successors and assigns remain outstanding and not paid in full, the Company shall at all times have at least one individual independent member (the "Independent Member"), which Independent Member shall be reasonably satisfactory to Lender. The Independent Member shall not have been at the time of such individual's initial appointment, and shall not have been at any time during the preceding five years, and shall not be at any time while serving as a member, partner or director of any affiliate of the LLC, either (i) a stockholder, director (with the exception of serving as the independent member of the Company), officer, employee, partner, attorney or counsel of the Company, the LLC or any affiliate of either of them, (ii) customer, supplier or other person who derives any of its purchases or revenues from its activities with the Company, the LLC or any affiliate of either of them, (iii) a person who Controls or is under common Control with any such shareholder, customer, supplier or other person, or (iv) a member of the immediate family of any such shareholder, officer, director, partner, member, employee, supplier or customer. As used in this Article, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

So long as any obligations of the Company in favor of the Lender or its successors and assigns remain outstanding and not paid in full, the Company shall not take any action which, under the terms of the Articles of Organization or the operating agreement of the Company requires a unanimous vote of the members of the Company unless at the time of such action there shall be at least one Independent Member. The Company will not without the unanimous written consent of its members (including the Independent Member), on behalf of itself or the LLC (i) 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, (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause the Company or the LLC to become insolvent, or (d) make an assignment for the benefit of creditors.

Signed and dated this _____ day of May, 2004.

444 Brickell Manager LLC

By: 444 Brickell Manager Corp., its managing
member

By: 
Rodolfo Prio Touzet
Vice President