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OF FLORIDA

T. CLINE

JUL 22 2008

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Richard M. Brand, LLC
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jerome N. Block

(Name of Person)

(Firm/Company)

106 Bianca Drive

(Address)

Palm Beach Gardens, FL 33418

(City/State and Zip Code)

For further information concerning this matter, please call:

Jerome N. Block
(Name of Person)

at (609) 514-5113
(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Richard M. Brand, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on May 15, 2008 and assigned
Florida document number L08000048599.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

n/a

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

n/a

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

n/a

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

n/a

New Registered Office Address:

(Enter Florida street address)

, Florida

(City)

(Zip Code)

New Registered Agent's Signature. If changing Registered Agent:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

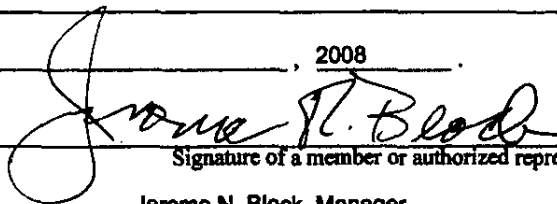
MGR = Manager
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
	n/a		<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

PLEASE SEE ATTACHED EXHIBIT "A"

Dated July 17, 2008



Signature of a member or authorized representative of a member

Jerome N. Block, Manager

Typed or printed name of signee

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JULY 21 2008
STATE OF FLORIDA

1. The Articles of Incorporation of the Company were filed on May 15, 2008 as amended by that certain Articles of Amendment dated May 21, 2008.

2. The following provision shall be added to the Articles as Section 6: The purpose for which this Limited Liability Company is organized is: solely to acquire, own, operate, manage and dispose of the following real property and such activities as are necessary, incidental or appropriate in connection therewith and to enter into a loan transaction ("Loan") with MidFirst Bank, a federally chartered savings association (the "Lender"), in which the Company shall borrow certain monies in the approximate amount of Seventeen Million Five Hundred Thousand and 00/100 Dollars (\$17,500,000.00) from the Lender:

1. President's Plaza,
4801-4803 George Road
Tampa, Florida;
2. Corporex Park Plaza
3902-3904 Corporex Park Drive
Tampa, Florida; and
3. Brandywine
3801 Corporex Park Drive
Tampa, Florida

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The above-referenced properties are collectively referred to as the "Property."

3. The following paragraph shall be added to the Articles of Organization as Section 7:

So long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to Lender, except upon the express prior written consent of Lender, the Company shall not: (a) engage in any business or activity other than the ownership, operation and maintenance of the Property, 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, without in each case the Lender's prior written consent; (d) fail to 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, or without the prior written consent of the Lender, amend, modify, terminate or fail to comply with the provisions of the Company's Articles of Organization and/or Operating Agreement, or similar organizational documents, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of the Company to perform its obligations hereunder, under the Note or under the Other Security Documents; (e) own any subsidiary or make any investment in, any person or entity without the prior written consent of Lender; (f) commingle its assets with the assets of any of its general partners,

managing members, members, managers, shareholders, affiliates, principals or of any other person or entity; (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, excepting trade payables (which must be paid when due) incurred by the Company in the ordinary course of its business of owning and operating the Property; (h) fail to maintain its records, books of account and bank accounts separate and apart from those of the general partners, managing members, members, managers, shareholders, principals and affiliates of the Company, the affiliates of a general partner or managing member of Company, and any other person or entity; (i) enter into any contract or agreement with any general partner, managing member, member, manager, shareholder, principal or affiliate of the Company, any guarantor or any indemnitor, or any general partner, managing member, members manager, shareholder, principal or affiliate thereof, 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 any general partner, managing member, member, manager, shareholder, principal or affiliate of the Company, any guarantor or any indemnitor, or any general partner, managing member, member, manager, shareholder, principal or affiliate thereof; (j) seek the dissolution or winding up in whole, or in part, of the Company; (k) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, managing member, member, manager, shareholder, principal or affiliate of Company, or any general partner, managing member, member, manager, shareholder, principal or affiliate thereof or any other person; (l) hold itself out to be responsible for the debts of another person; (m) make any loans to any third party; (n) 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 (1) to mislead others as to the identity with which such other party is transacting business, or (2) to suggest that the Company is responsible for the debts of any third party (including any general partner, managing member, member, manager, shareholder, principal or affiliate of the Company, or any general partner, managing member, members manager, shareholder, principal or affiliate thereof); (o) 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; or (p) 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. Furthermore, the Company shall not dissolve or liquidate upon the bankruptcy, dissolution, liquidation or death of the sole member. This paragraph shall cease to be of further force or effect once the Company no longer has any outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.

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