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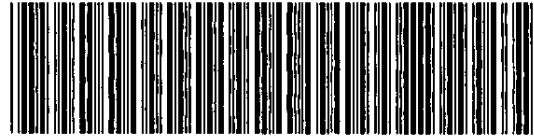
(Business Entity Name)

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: 10100 Santa Monica, Inc.

DOCUMENT NUMBER: N96000005394

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Alexandra McLaughlin

(Name of Contact Person)

SUTHERLAND

(Firm/ Company)

999 Peachtree Street NE, Suite 2300

(Address)

Atlanta, GA 30309

(City/ State and Zip Code)

alex.mclaughlin@sutherland.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alexandra McLaughlin

(Name of Contact Person)

at (404) 853-8271

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 11, 2013

ALEXANDRA MCLAUGHLIN
999 PEACHTREE ST., N.E.
SUITE 2300
ATLANTA, GA 30309

SUBJECT: 10100 SANTA MONICA, INC.
Ref. Number: N96000005394

We have received your document for 10100 SANTA MONICA, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If there are NO MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 113A00003335

**ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
10100 SANTA MONICA, INC.
(A Florida Not for Profit Corporation)**

1. The name of the corporation is 10100 Santa Monica, Inc. (the "Company"). Its Articles of Incorporation were originally filed with the Florida Secretary of State on October 21, 1996.

2. This Amendment of its Articles of Incorporation ("Amendment") is effective as of the date of closing of that certain loan from Principal Life Insurance Company (together with its successors and assigns, the "Lender") to the Company that is described in more detail in paragraph 4, B below (the "Effective Date").

3. The Company has no Members. Pursuant to Article XIII of the Articles of Incorporation the Articles may be amended by affirmative vote of a majority of the Directors then in office. This Amendment was adopted by Unanimous Written Consent of the Board of Directors on February 6, 2013.

4. The Articles of Incorporation are hereby modified and amended by deleting the existing Article IV and inserting the following in lieu thereof.

IV

A. Defined Terms:

"Affiliate(s)" means any Person(s) directly or indirectly Controlling, Controlled by, or under common Control with the Company or any Person(s) owning a material interest in the Company, either directly or indirectly.

"Control" (and terms correlative thereto) when used with respect to any specified Person(s) means the power to direct or cause the direction of the management, policies or activities of such Person(s), directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise.

"Entity(ies)" means a (a) corporation, (b) limited, limited liability or general partnership, (c) limited liability company, or (d) trust.

"Indebtedness" means the loan amount outstanding from time to time together with all other obligations and liabilities due or to become due to Lender pursuant to the Loan Documents.

"Lender" means that certain lender of record with respect to any first lien on the Premises.

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"Loan Documents" means the instruments or agreements which evidence or secure the Indebtedness, as the same may be modified, supplemented or amended.

"Person(s)" means any individual, corporation, limited liability company, limited or general partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Premises" means those certain parcel(s) of real property, together with all improvements located at 10100 Santa Monica Boulevard, Los Angeles, California 757238.

B. Purpose

The nature of the business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

(i) To qualify at all times as an organization exempt from federal income tax under Sections 501(a) and 501(c)(25) of the Internal Revenue Code of 1986, as amended (the "Code"), to own, hold, sell, assign, transfer, lease, mortgage, pledge and otherwise deal with those certain parcels of real property, together with all improvements located at the Premises, to borrow up to \$115,000,000 (the "Loan Amount") from Lender, to be evidenced by a secured promissory note, whereby the Company promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness"), and subject to the terms of the Loan Documents to remit the entire amount of income from such property less expenses, including any payments of interest or principal required to be paid or permitted to be paid on the Indebtedness) to one or more organizations described in Section 501(c)(25)(C) of the Code which are members/beneficiaries of the Company.

(ii) To exercise all corporate powers enumerated in the general corporation law of the state of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein; provided, however, no such powers shall be exercised in a manner inconsistent with the qualification of

the Company as a title holding company under Section 501(c)(25) of the Code.

C. Separateness Covenants and Certain Prohibited Activities.

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Company:

- (1) is and will be organized solely for the purpose of owning, selling, assigning, transferring, leasing, mortgaging, pledging, and otherwise dealing with the Premises;
- (2) does not and will not engage in any business other than as set forth in Item 1 above and does and will exercise all powers enumerated in the general law of the state of its organization necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein to the extent consistent with the Company's qualification as a title holding company under Section 501(c)(25) of the Code;
- (3) does not and will not own any assets other than (a) the Premises and (b) incidental personal property necessary for the ownership, management and operation of the Premises, and does and will hold the Premises and such assets in its own name;
- (4) does and will do all things necessary to observe its organizational formalities and preserve its existence, and will not engage in, seek or consent to nor will it allow any constituent party to engage in, seek or consent to, any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale, transfer of partnership, membership, shareholder, beneficial interests, or amendment of its articles of incorporation and bylaws or other organizational documents (as applicable);
- (5) is and will remain solvent and pay its debts and liabilities from its own funds and assets as the same shall become due;
- (6) does and will maintain its accounts, books, financial statements and records, as well as its organizational documents and other corporate documents, as official records, separate from those of any other Person(s) (including not listing Company's assets as assets on the financial statement of any other Person(s), provided, however, that Company's assets may be included in a consolidated financial statement of its Affiliates provided that (a) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such Affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (b) such assets shall be listed on Company's own separate balance sheet);
- (7) will file its own tax returns (to the extent Company is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person(s));

- (8) does not and will not commingle its funds or assets with those of any other Person;
- (9) does and will conduct its business in its own name;
- (10) does and will pay the salaries of its employees from its own funds;
- (11) does not have and will not have or incur any indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables (not to exceed two percent (2%) of the principal amount of the Indebtedness) in the ordinary course of business relating to the ownership, management and operation of the Premises which are paid no later than the due date thereof;
- (12) does not have and will not acquire, assume, guarantee or become obligated for the debts, obligations or securities of any other Person or hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person, except for the Indebtedness;
- (13) does, will be, will at all times hold itself out to the public to be, and will identify itself as, a separate and distinct Entity under its own name and not as a division or part of any other Person(s);
- (14) does not and will not make loans or advances to any Person(s);
- (15) does not and will not identify itself as a division or part of any of its partners, members, shareholders, trustees, beneficiaries or any of their Affiliates, and will not allow any of its partners, members, shareholders, trustees, beneficiaries, or any of their Affiliates to identify themselves as part of it; and
- (16) does and will maintain an arms-length relationship with its Affiliates.

D. Indemnification

Notwithstanding anything contained herein to the contrary, any indemnification of the Company's directors and officers shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage, [it being agreed that the term "mortgage" shall be construed to mean "mortgage" or "deed of trust" or "deed to secure debt" or "trust deed" as the context so requires, securing the Indebtedness) and such indemnification shall not constitute a claim against the Company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

E. Dissolution

Notwithstanding anything contained herein to the contrary, the Company shall continue and not dissolve whether as a consequence of the bankruptcy or insolvency of one or more of the members of the Company, or otherwise, but the Company shall continue as long as there remains a solvent member of the Company.

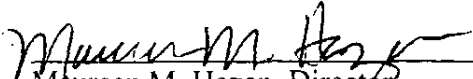
Notwithstanding anything contained herein to the contrary, subject to applicable law, dissolution of the Company shall not occur so long as the Company remains owner of the Premises subject to the mortgage.

F. Voting

Notwithstanding anything contained herein to the contrary, when acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members shall take into account the interest of the Company's creditors, as well as those of the members.

3. The terms and conditions of this Amendment shall amend, supersede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Articles of Incorporation except the obligation of the Company to take any and all actions necessary to maintain its status as exempt organization under Sections 501(a) and 501(c)(25) of the Code, but except as modified in this Amendment, all other terms and conditions of the Articles of Incorporation shall remain unmodified and in full force and effect and are hereby ratified and reaffirmed by each of the undersigned directors. Unless otherwise defined in this Amendment, all capitalized terms shall have the same meanings as provided in the Articles of Incorporation.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

IN WITNESS WHEREOF, the undersigned directors have caused this Amendment to be duly executed and delivered as of the Effective Date.


Maureen M. Hazen, Director


Ash Williams, Director


Stephen Spook, Director