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Florida Department of State

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DIVISION OF CORPORATIONS

BASIC AMENDMENT

OMNI EQUITIES CORPORATION

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$35.00

AMEND
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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
OMNI EQUITIES CORPORATION

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following amendment to its Articles of Incorporation:

FIRST: Article III of the Articles of Incorporation is hereby deleted and restated as follows:

"Article III

The purpose of the corporation shall be limited to: (a) serving as the general partner of One Las Olas, Ltd., a Florida limited partnership (the "Property Owner"); (b) owning, holding, operating, managing, leasing, selling, pledging, financing, trading, exchanging and otherwise dealing with a partnership interest in the Property Owner; (c) causing the Property Owner to own, hold, develop, redevelop, improve, renovate, refurbish, build upon, rehabilitate, alter, license, repair, manage, operate, rent, lease, maintain, finance, refinance, mortgage, encumber, sell, exchange or otherwise deal with and dispose of all or any portion of the real property located at One Las Olas Place, Fort Lauderdale, Florida and to be known as the "Las Olas River House" (the "Property"); (d) causing the Property Owner to accept the loan in an amount of up to \$25,000,000.00 (the "Mezzanine Loan") made or to be made by General Electric Pension Trust ("GE"), to the Property Owner and to execute any and all loan documents in connection therewith; (e) pledging its partnership interest in the Property Owner to GE as additional security for the Mezzanine Loan and executing any and all documents in connection therewith; (f) causing the Property Owner to accept the construction loan in an amount of up to \$90,000,000.00 (the "Construction Loan") made or to be made by Union Planters Bank ("Union Bank") to the Property Owner, in order for the Property Owner to develop and improve the Property and to execute any and all loan documents in connection therewith; and (g) taking any and all activities incidental to the foregoing purposes."

SECOND: Article XIII of the Articles of Incorporation is hereby added as follows:

"Article XIII

Notwithstanding anything contained herein to the contrary, the following provisions shall regulate the internal affairs of the corporation:

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For so long as there remains outstanding any indebtedness under the Mezzanine Loan or the Construction Loan, the corporation shall not, except as otherwise provided in or contemplated by the documents evidencing or serving such secured indebtedness:

- A. Engage in any business or activity other than as set forth in Article III hereof;
- B. Acquire or own any material assets other than (i) its interest in the Property Owner and (ii) incidental and intangible property relating to its ownership of an interest in the Property Owner.
- 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 prior written consent of the lender holding any secured indebtedness which consent may be withheld or delayed in such lender's sole and absolute discretion;
- D. Fail to (i) preserve its existence as a corporation that is duly organized, validly existing and in good standing (if applicable) under the laws of the State of Florida; or (ii) without the prior written consent of the lender with respect to the Mezzanine Loan and the lender with respect to the Construction Loan, amend, modify, terminate or fail to comply with the provisions of its articles of incorporation, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of the corporation to perform its obligations under the Mezzanine Loan or the Construction Loan documents;
- E. Own any subsidiary or make any investment in, any person or entity without the consent of the lender with respect to the Mezzanine Loan and the lender with respect to the Construction Loan;
- F. Commingle its with the assets of any of its partners, members, Affiliates (as defined in the Loan Agreement executed in connection with the Mezzanine Loan), or principals or of any other person or entity;
- G. Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation or entering into any equipment lease), other than debt evidenced by the Mezzanine Loan and the Construction Loan, except unsecured trade debt incurred in the ordinary course of its business, provided that such debt is paid when due;
- H. Become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due;

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- I. Fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and Affiliates of the corporation, the Affiliates of a partner or member of the corporation, and any other person or entity;
- J. Enter into any contract or agreement with any shareholder, partner, member, constituent, principal or Affiliate of the corporation, or any shareholder, partner, member, principal or Affiliate thereof, without the prior written consent of the lender with respect to the Mezzanine Loan and the lender with respect to the Construction Loan, except for those contracts and agreements expressly permitted by and in accordance with the Mezzanine Loan and the Construction Loan documents;
- K. Seek the dissolution or winding up in whole, or in part, of the corporation;
- L. 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 partner, member, principal or Affiliate of the corporation, or any general partner, principal or Affiliate thereof or any other person;
- M. Hold itself out to be responsible for the debts of another person except pursuant to and in accordance with the Mezzanine Loan and the Construction Loan documents;
- N. Make any loans or advances to any third party, including any partner, member, principal or Affiliate of the corporation, or any general partner, principal or Affiliate thereof;
- O. Fail to file its own tax returns;
- P. Agree to, enter into or consummate any transaction which would render the corporation unable to furnish the certification or other evidence referred to in Section 6.2(b) of the Loan Agreement executed in connection with the Mezzanine Loan;
- Q. 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 corporation is responsible for the debts of any third party (including any partner, principal, member, or Affiliate of the corporation, or any partner, principal, member or Affiliate thereof);

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- R. 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
- S. 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.

THIRD: The date of each amendments' adoption is March 12, 2002.

FOURTH: The amendments were adopted by the board of directors without shareholder action and shareholder action was not required.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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Signed this 2nd day of March 2002.

OMNI EQUITIES CORPORATION

By:

Richard D. Zipes
Richard D. Zipes, Vice President

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