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*Amended &  
Restated  
Articles*

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CUSTOMER: Ana Perozo, Legal Asst  
Alan J. Marcus, Esq  
Suite 301  
20803 Biscayne Boulevard  
Miami, FL 33180

DOMESTIC AMENDMENT FILING

NAME: SUNSET LUTZ, INC.

\*\*\*\*\*FILE THIRD\*\*\*\*\*

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY (1)  
XX CERTIFICATE OF GOOD STANDING (2)

CONTACT PERSON: Darlene Ward -- EXT# 1135  
EXAMINER'S INITIALS:

FILED  
00 NOV 20 PM 4: 12  
RECEIVED  
00 NOV 20 PM 12: 58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*DR*  
11/20/00

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
SUNSET LUTZ, INC.**

FILED  
00 NOV 20 PM 4:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SUNSET LUTZ, INC., a Florida Corporation, (the "Corporation") desires to amend and restate its Articles of Incorporation as currently in effect and as hereinafter amended.

Item 1

The Articles of Incorporation of SUNSET LUTZ, INC., are hereby amended and restated as follows:

ARTICLE I - NAME OF CORPORATION

The name of the corporation is SUNSET LUTZ, INC.

ARTICLE II - CORPORATE ADDRESS

The principal office of the corporation and mailing address is 506 South Dixie Highway, Hallandale, FL 33009.

ARTICLE III - BEGINNING OF CORPORATE EXISTENCE

The existence of this corporation commenced on the 8<sup>th</sup> day of November, 2000.

The existence of this corporation shall be perpetual.

ARTICLE IV - PURPOSE

The purpose for which the Special Purpose Corporation is organized is limited solely

to (A) being the managing member of SUNSET STATION PARTNERS, LLC. (the "Borrower") (B) acting as, and exercising all of the authority of, the managing member of the Borrower, and (C) the transacting any and all lawful business for which a Corporation may be organized under Florida law that is incident, necessary and appropriate to accomplish the foregoing. The Borrower is purchasing the property known as Sunset Station Shopping Center and is assuming a mortgage currently held by Chase Manhattan Bank, as Trustee for Credit Suisse First Boston Mortgage Securities Corp. Commercial Pass-Through Certificates Series 1998-C2 (the "Trust" together with its successors and/or assigns the "Lender") securing a promissory note in the original principal amount of \$5,800,000 (the "Loan").

- a. The Corporation is prohibited from incurring indebtedness, except as it is liable for the Borrower's indebtedness in its capacity as managing member of the Borrower.
- b. The Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding, and from causing the Borrower to do any of the foregoing for as long as the Loan is outstanding.
- c. The Corporation's ability to enter into transactions with affiliates is limited to transactions on an arm's length basis and on commercially reasonable terms.
- d. No transfer of any direct or indirect ownership interest in the Corporation may be made unless such transfer is consented to by the Lender if such consent is required by the documents evidencing or securing the Loan (collectively, the "Loan Documents"). Lender may condition its consent upon the delivery of an acceptable non-consolidation opinion to the holder of the Mortgage Loan and to any applicable rating agency concerning, as applicable, the Borrower, the new transferee and/or their respective owners.

- e. The Corporation is required to continue serving in the capacity of the managing member of the Borrower, so long as the Loan is outstanding.
- f. The Corporation is required on its own behalf, and covenants to cause the Borrower:
  - 1. To maintain books and records separate from any other person or entity;
  - 2. To maintain its bank accounts separate from any other person or entity;
  - 3. Not to commingle its assets with those of any other person or entity and to hold all of its assets in its own name;
  - 4. To conduct its own business in its own name;
  - 5. To maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
  - 6. To pay its own liabilities and expenses only out of its own funds;
  - 7. As appropriate for the organizational structure of the Corporation and the Borrower, to observe corporate and limited liability company and other organizational formalities;
  - 8. To maintain an arm's length relationship with its affiliates and to enter into transactions with affiliates only on a commercially reasonable basis;
  - 9. To pay the salaries of its own employees from its own funds;
  - 10. To maintain a sufficient number of employees in light of its contemplated business operations;
  - 11. Not to guarantee or become obligated for the debts of any other entity or person (except to the extent it is liable for the Borrower's obligations due to its capacity as managing member);
  - 12. Not to hold out its credit as being available to satisfy the obligations of any other person or entity;

13. Not to acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
14. Not to make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
15. 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;
16. To use separate stationery, invoices, and checks bearing its own name;
17. Not to pledge its assets for the benefit of any other person or entity;
18. To hold itself out as a separate identity;
19. To correct any known misunderstandings regarding its separate identity;
20. Not to identify itself as a division of any other person or entity; and
21. To maintain adequate capital in light of its contemplated business operations.

- g. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which the Corporation may owe to any of its officers, directors, partners, members, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a loan, salary, a fee or indemnification, shall not constitute a claim against the Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent the Corporation has cash flow or other available liquid assets (exclusive of any of reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the

Loan Documents, the Corporation may pay when due (without any acceleration caused by the Corporation) the scheduled obligations due to the Interested Parties of the Corporation.

- h. The Corporation must have at least one "Independent Director" (as defined in Appendix A, attached hereto).
- i. The unanimous consent of all of the directors (including the consent of the Independent Director) is required for the Corporation to, and for the Corporation to cause the Borrower to:
  - 1. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;
  - 2. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Borrower or a substantial portion of either of their properties;
  - 3. Make any assignment for the benefit of the creditors of the Corporation or the Borrower; or
  - 4. Take any action in furtherance of any of the foregoing.
- j. The Corporation is prohibited from amending the provisions specified in this Article IV without approval of such amendment by the Lender. Lender may condition its approval on obtaining, at Borrower's cost and expense, a confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating.

#### ARTICLE V - CAPITAL STOCK

The capital stock authorized, the par value thereof, and the class of such stock shall be as follows:

<u>NUMBER OF SHARES</u> <u>AUTHORIZED</u>	<u>PAR VALUE</u> <u>PER SHARE</u>	<u>CLASS OF STOCK</u>
1,000	\$1.00	Common

#### ARTICLE VI - PRE-EMPTIVE RIGHTS

Every shareholder, upon the sale for each cash or any new stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without the issuance of fractional shares) at the price at which it is offered to others.

#### ARTICLE VII - INITIAL REGISTERED AGENT AND OFFICE

The street address of the initial registered office of this corporation and the name of the initial registered agent of this Corporation at such address are as follows:

<u>REGISTERED</u> <u>AGENT</u>	<u>STREET ADDRESS OF</u> <u>REGISTERED AGENT</u>
ALAN J. MARCUS, ESQ.	20803 Biscayne Boulevard Suite 301 Aventura, Florida 33180

#### ARTICLE VIII - INITIAL BOARD OF DIRECTORS

The corporation shall have one director initially. The number of directors may be either increased or diminished from time to time by the By-laws but shall never be less than one. The initial director of this Corporation shall be the incorporator named below.

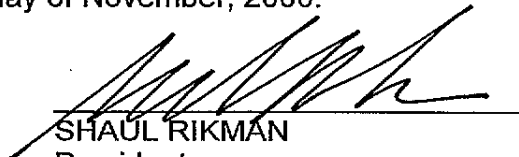
ALAN J. MARCUS

ARTICLE IX - INDEMNIFICATION

The Corporation shall indemnify all officers and directors, and former officers and directors, to the fullest extent permitted by law as the law now exists or may be amended hereafter.

This Amendment was adopted by unanimous approval of all of the stockholders and the Board of Directors on November 13, 2000.

IN WITNESS WHEREOF, the undersigned Officer has executed this Amended and Restated Articles of Incorporation this 13<sup>th</sup> day of November, 2000.

  
SHAUL RIKMAN  
President

STATE OF FLORIDA    )

COUNTY OF MIAMI DADE    )

BEFORE ME, the undersigned authority, this day, personally appeared SHAUL RIKMAN, to me (X) personally known, or ( ) who presented as I.D.: who did take an oath, and known to me to be the same person described in and who executed the foregoing Amendment to Articles of Incorporation and acknowledged the foregoing to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year above written.

SEAL:

  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA





CERTIFICATE DESIGNATING PLACE OF  
BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS  
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

**SUNSET LUTZ, INC.**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in submitted, in compliance with said Act:

First - that SUNSET LUTZ, INC.

desiring to organize under the law of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 506 SOUTH DIXIE HIGHWAY HALLANDALE, FLORIDA 33009 appoints the undersigned as its agent to accept service of Process within this State.

Having been named to accept Service of Process for the above stated Corporation at the place designated in this Certificate, I am hereby familiar with and accept the duties and responsibilities as Registered Agent for said corporation and to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.



ALAN J. MARCUS

## Exhibit A

An "Independent Director" shall mean a director of the Corporation who is not at the time of initial appointment and has not been at any time during the preceding five (5) years: (a) stockholder, director, officer, employee or partner of the Corporation, the Borrower or an affiliate of either of them; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Corporation or the Borrower or any affiliate of either of them; (c) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person. (As used herein, the term "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 ownership of voting securities, by contract or otherwise.)