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August 1, 2001

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Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: **VINH ON PROPERTY, INC. - Articles of Amendment**

Gentlemen:

In connection with the referenced company, enclosed please find original Articles of Amendment to Articles of Incorporation of Vinh On Property, Inc., together with our check in the sum of \$35.00 for filing fees.

Please stamp the enclosed copy and return with your receipt.

Thank you for your cooperation. Should you have any questions, please call.

Very truly yours,



Rosemary Cohen
Legal Assistant

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Enclosure

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

at 8/10

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
VINH ON PROPERTY, INC.

1. The name of the corporation is VINH ON PROPERTY, INC.
2. Article II is amended as follows:

ARTICLE II
GENERAL NATURE OF BUSINESS

A. PURPOSE.

The Corporation's business and purpose shall consist solely of the following:

- (i) The acquisition, ownership, operation and management of the real estate projects known as RUFFOLO PLAZA located in Broward County, Florida (collectively, the "Property"), pursuant to and in accordance with these Articles of Incorporation; and
- (ii) to engage in such other lawful activities permitted to corporations by the General Corporation Laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

B. LIMITATIONS ON AUTHORITY.

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, and so long as any obligations secured by the Property pursuant to the first lien mortgage(s) or deed of trust(s) with WELLS FARGO BANK MINNESOTA, N.A.(f/k/a and successor by merger to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1999-FNV1 (collectively, the "Mortgage") remain outstanding and not paid in full, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in Article II;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted

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therein and normal trade accounts payable in the ordinary course of business;

- (iii) dissolve or liquidate, in whole or in part;
- (iv) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (v) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of property of the Corporation, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action; or
- (vi) amend Article II of these Articles of Incorporation.

So long as any obligation secured by the Mortgage remains outstanding and not paid in full, the Corporation shall have no authority to take any action in items (i) through (iv) and (vi) above without the written consent of the holder of the Mortgage.

C. SEPARATENESS/OPERATIONS MATTERS.

The Corporation shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all other corporate formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates and maintain a sufficient number of employees in light of its contemplated business operations;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee or pay the debts or obligations of any other person;
- (k) pay its own liabilities out of its own funds;
- (l) not acquire obligations or securities of its shareholders;
- (m) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (n) correct any known misunderstanding regarding its separate identity;
- (o) intend to maintain adequate capital in light of its contemplated business operations; and
- (p) maintain all required qualifications to do business in the state in which the Property is located.

D. CONTROLLING PROVISIONS.

So long as any obligations secured by the Mortgage remain outstanding and not paid in full, Paragraphs IIA, B and C hereof shall control in the event of any conflict with any contrary provisions hereof or of any other entity governance documents.

Notwithstanding anything to the contrary contained hereinabove, all of the terms and provisions set forth in the foregoing Articles of Amendment shall automatically terminate and be of no force and effect at such time as the Mortgage is paid in full and the original Article II of the Articles of Incorporation shall be deemed to be reinstated.

3. This Amendment was adopted by the sole incorporator of the Corporation on April 16, 2001, before the issuance of any shares, and therefore shareholder action was not required.

The undersigned Incorporator has executed this Articles of Amendment to Articles of Incorporation this 27th day of July, 2001.

Bonnie Y. Lau
BONNIE Y. LAU, Incorporator

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared BONNIE Y. LAU, known to me to be the person who executed the foregoing Articles of Amendment to Articles of Incorporation, who is personally known to me or provided FLORIDA DRIVER'S LICENSE as proof of identification, and she swore before me that she executed those Articles of Amendment to Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 31 day of JULY, 2001.

Rosemary Cohen
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

(NOTARY SEAL)

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