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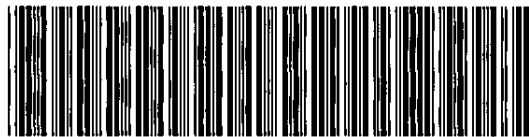
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FILED
2007 MAY -4 PM 1:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
07 MAY -4 AM 10:50
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

OR
5/4/07



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 882759 4340257

AUTHORIZATION

COST LIMIT : \$43.75

ORDER DATE : May 4, 2007

ORDER TIME : 9:38 AM

ORDER NO. : 882759-005

CUSTOMER NO: 4340257

DOMESTIC AMENDMENT FILING

NAME: ROOSEVELT SQUARE MANAGER, INC.

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret -- EXT# 2949

EXAMINER'S INITIALS: _____

**ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF
ROOSEVELT SQUARE MANAGER, INC.**

FILED
2007 MAY -4 PM 1:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A. The name of the corporation is Roosevelt Square Manager, Inc.

B. Amendments to the Articles of Incorporation were proposed by the Board of Directors to the sole shareholder and were adopted on April 26, 2007, by the sole shareholder and the Board of Directors of this Corporation to (i) amend and restate Article VI in its entirety, (ii) delete Article X in its entirety, and (iii) amend and restate Article XI in its entirety to renumber Article XI to Article X and amend certain provisions as follows:

"ARTICLE VI-INDEMNIFICATION

Directors and Officers of this Corporation shall, and employees and agents may, be indemnified to the fullest extent permitted by Florida law; provided however, notwithstanding any provision hereof to the contrary, any indemnification shall be fully subordinate to any obligation respecting the Partnership or the Property, including, without limitation, the first mortgage on the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations."

"ARTICLE X-SEPARATENESS PROVISIONS

The Corporation shall:

- (a) maintain books and records separate from any other person or entity;
- (b) maintain its accounts separate from those of any other person or entity;
- (c) not commingle its assets or funds with those of any other person or entity;
- (d) conduct its own business in its own name;

(e) maintain separate financial statements from any other person or entity; provided however, that the Corporation's assets may be included in consolidated financial statement of an affiliate (as defined in the Limited Liability Limited Partnership Agreement of the Partnership) provided that (x) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation from such affiliate and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such affiliate or any other person and (y) such assets shall also be listed on the Corporation's own separate balance sheet.

- (f) pay its own liabilities out of its own funds;

- (g) use stationery, invoices and checks separate from the Partnership or any affiliate;
- (h) hold regular shareholder and director meetings as appropriate, to conduct the business of the Corporation, and do all things necessary to preserve its existence and observe all corporate formalities and other formalities required by the Articles Incorporation and the Bylaws of the Corporation; and cause to be done and will do all things necessary to preserve its existence as a corporation;
- (i) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (j) not guarantee or become obligated for, or pay, the debts of any other entity or hold out is credit as being available to satisfy the obligations of others;
- (k) not acquire obligations or securities of any of its members or any affiliate;
- (l) allocate fairly and reasonably any overhead for shared office space;
- (m) use separate invoices and checks from any other person or entity;
- (n) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (o) correct any known misunderstanding regarding its separate identity;
- (p) maintain adequate capital in light of its contemplated business operations;
- (q) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (r) be solvent and pay its debts from its assets as the same shall become due;
- (s) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (t) file its own tax returns;
- (u) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Corporation, or any affiliate of any such general partner, principal, manager or member, 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 an affiliate;
- (v) cause the Partnership to comply with its Limited Liability Limited Partnership Agreement;

(w) not and shall not cause the Partnership to materially amend, modify or otherwise change its Articles or Certificate of Incorporation, partnership certificate, bylaws, partnership agreement, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Corporation's or Partnership's existence as a single purpose entity;

(x) not liquidate or dissolve (or suffer any liquidation or dissolution), of otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity;

(y) shall not own any asset other than its membership interest in the Partnership;

(z) shall not engage, either directly or indirectly, in any business other than acting as corporate general partner of the Partnership;

(aa) except as permitted by those certain loan documents evidencing the loan (the "Loan") in the original principal amount of \$46,000,000.00 made by Wachovia Bank, National Association, and its successors and assigns to the Partnership, or until such Loan has otherwise been satisfied, shall not incur, and shall not cause the Partnership to incur, any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the debt evidenced by the lien on the Property arising from the Loan, and (B) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property (excluding leasing commissions) customarily satisfied within thirty (30) days and in an aggregate amount not to exceed five percent (5.0%) of the existing principal balance of the Loan secured by the Property and no other debt will be secured (senior, subordinate or pari passu) by the Property;

(bb) will not make any loans or advances to any third party;

(cc) will do all things necessary to preserve its existence, and will observe all formalities applicable to it;

(dd) will conduct and operate its business in its own name and as presently conducted and operated;"

Notwithstanding anything contained within these Articles of Incorporation, as amended, the provisions of Sections (j), (k), (s), (u), (w), (x), (y), (z), (aa) and (bb) of this Article X shall become null and void, and have no force and effect in the event the Loan is satisfied by the Partnership.

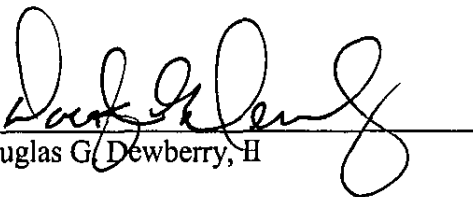
There are no other amendments to the Articles of Incorporation, except as stated above.

C. The sole shareholder of this Corporation was entitled to vote on the amendments, and the number of votes cast for the amendments were sufficient for approval by the sole shareholder.

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IN WITNESS WHEREOF, Roosevelt Square Manager, Inc. has caused these Articles of Amendment to the Articles of Incorporation to be signed in its name by its Vice President this 3rd day May, 2007.

ROOSEVELT SQUARE MANAGER, INC.

By: 
Douglas G. Dewberry, H

(00564999-3)