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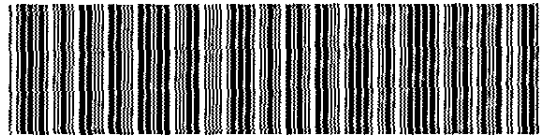
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04 MAY -4 PM 3:49

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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DEPT. OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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Amend  
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May 4, 2004

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

T-Rex Boca Owners Corp.

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include  
Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

| NEW FILINGS              |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit            |
| <input type="checkbox"/> | Non Profit        |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication     |
| <input type="checkbox"/> | Other             |

| AMENDMENTS                          |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | Amendment                          |
| <input type="checkbox"/>            | Resignation of RA Officer/Director |
| <input type="checkbox"/>            | Change of Registered Agent         |
| <input type="checkbox"/>            | Dissolution/Withdrawal             |
| <input type="checkbox"/>            | Merger                             |

| OTHER FILINGS            |                  |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Reports   |
| <input type="checkbox"/> | Fictitious Name  |
| <input type="checkbox"/> | Name Reservation |
| <input type="checkbox"/> | Reinstatement    |

| REGISTRATION/QUALIFICATION |                   |
|----------------------------|-------------------|
| <input type="checkbox"/>   | Foreign           |
| <input type="checkbox"/>   | Limited Liability |
| <input type="checkbox"/>   | Reinstatement     |
| <input type="checkbox"/>   | Trademark         |
| <input type="checkbox"/>   | Other             |

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04 MAY -4 PM 3:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SECOND ARTICLES OF RESTATEMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
T-REX BOCA OWNERS CORP.**

*Pursuant to the provisions of section 607.0120, Florida Statutes, this Florida profit corporation adopts the following articles of restatement to its articles of incorporation:*

**THE UNDERSIGNED**, hereby certifies:

**FIRST:** The name of the corporation is: T-REX BOCA OWNERS CORP.

**SECOND:** The Articles of Incorporation were filed by the Department of State on December 17, 2002.

**THIRD:** The Articles of Restatement of Articles of Incorporation were filed by the Department of State on April 7, 2003

**FOURTH:** The Articles of Restatement of Articles of Incorporation are amended and restated to read as such:

**FIRST:** The name of the corporation is: T-REX BOCA OWNERS CORP. (the "**Corporation**")

**SECOND:** Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall take all actions necessary to cause the Corporation and Boca Technology Center, LLC, a Florida limited liability company (the "**Company**"), to comply with, and will refrain from taking any actions in violation of, the covenants set forth on Schedule 1 attached hereto).

**THIRD:** The corporation shall be authorized to issue the following shares:

| <u>Class</u> | <u>Number of Shares</u> | <u>Par Value</u> |
|--------------|-------------------------|------------------|
| Common       | 1,000                   | \$.01            |

**FOURTH:** The address of the initial registered office of this corporation in this state is c/o United Corporate Services, Inc., 9200 South Dadeland Blvd., Suite 508, Miami, Florida 33156 and the name of the registered agent at said address is United Corporate Services, Inc.

**FIFTH:** The street address of the initial principal office of this corporation (wherever located) is c/o T-Rex Technology Centers, Inc.  
747 Third Avenue, 24<sup>th</sup> Floor  
New York, New York 10017

**SIXTH:** Any person who was or is a party or is threatened to be made a party to any proceeding, (whether or not by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be entitled to be indemnified by the corporation to the full extent then permitted by law against liability incurred in connection with such proceeding, including any appeal thereof. Such right of indemnification shall incur whether or not the claim asserted is based on matters which antedate the adoption of this Article SIXTH. Such right of indemnification shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall incur to the benefit of the heirs and personal representatives of such a person. The indemnification provided by this Article SIXTH shall not be deemed exclusive of any other rights which may be provided now or in the future under any provisions currently in effect or hereafter adopted by the By-Laws, by any agreement, by vote of stockholders, by resolution of disinterested directors, by provision of law, or otherwise.

**SEVENTH:** No director of the corporation shall be personally liable to the corporation or any other person for monetary damages for breach of fiduciary duty as a director, except for liability (i) for a violation of criminal law, unless the director has reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful, (ii) for any transaction from which the director directly or indirectly derived an improper personal benefit, (iii) under section 607.144 of the Florida General Corporation Act, (iv) for conscious disregard for the best interest of the corporation or willful misconduct, or (v) for recklessness or an act or omission which was committed in bad faith or with a malicious purpose or in a matter exhibiting wanton and willful disregard of human, rights, safety, or property.

**FIFTH:** The date of each amendment's adoption is April 30, 2004.

**SIXTH:** This Second Articles of Restatement of Articles of Incorporation contains amendments which were adopted by its shareholders.

**SIXTH:** This Second Articles of Restatement of Articles of Incorporation supersede the original Articles of Incorporation and all amendments to them.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has this 30 day of April, 2004 made and subscribed this Second Articles of Restatement of Articles of Incorporation and affirmed that the statements made herein are true under the penalties of perjury.



Name: Cliff Remaninger  
Authorized Officer Pres.

## **SCHEDULE 1**

### **DEFINITION OF SPECIAL PURPOSE ENTITY/SEPARATENESS COVENANTS**

Company and Corporation have not and shall not:

(a) with respect to Company, engage in any business or activity other than the acquisition, development, ownership, operation, leasing, managing and maintenance of the Property, and entering into the Loan, and activities incidental thereto and with respect to Corporation, engage in any business or activity other than the ownership of its interest in Company, and activities incidental thereto;

(b) with respect to Company, acquire or own any material assets other than (i) the Property (other than the Sold Parcels), and (ii) such incidental Personal Property as may be necessary for the operation of the Property and with respect to Corporation, acquire or own any material asset other than its interest in Company;

(c) merge into or consolidate with any Person 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;

(d) (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Company's Articles of Organization, or of Corporation's Certificate of Incorporation, Articles of Organization or similar organizational documents, as the case may be, whichever is applicable in such a way which would cause a breach of this Schedule 1;

(e) other than Corporation's ownership interest in Company, own any subsidiary or make any investment in, any Person without the prior written consent of Lender;

(f) commingle its assets with the assets of any of its members, general partners, Affiliates, principals or of any other Person, participate in a cash management system with any other Person or fail to use its own separate stationery, telephone number, invoices and checks;

(g) with respect to Company, incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except (A) for the Travelers Loan and the Prior Lehman Loan, which loans have been repaid in full as of the date hereof and (B) trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date due, (iii) does not exceed, in the aggregate, four percent (4%) of the outstanding principal balance of the Note and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances and with

respect to Corporation, incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligations);

(h) become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(i) (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and Affiliates of Company or of Corporation, as the case may be, the Affiliates of a member, general partner or principal of Company or of Corporation, as the case may be, and any other Person, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other Person or (iii) include the assets or liabilities of any other Person on its financial statements;

(j) enter into any contract or agreement with any member, general partner, principal or Affiliate of Company or of Corporation, as the case may be, Guarantor, or any member, general partner, principal or Affiliate thereof, except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or Affiliate of Company or of Corporation, as the case may be, Guarantor, or any member, general partner, principal or Affiliate thereof;

(k) seek the dissolution or winding up in whole, or in part, of Company or of Corporation, as the case may be;

(l) fail to correct any known misunderstandings regarding the separate identity of Company, or of Corporation, as the case may be, or any member, general partner, principal or Affiliate thereof or any other Person;

(m) guarantee or become obligated for the debts of any other Person or hold itself out to be responsible for the debts of another Person;

(n) make any loans or advances to any third party, including any member, general partner, principal or Affiliate of Company or of Corporation, as the case may be, or any member, general partner, principal or Affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or Affiliate of Company or Corporation, as the case may be, or any member, general partner, or Affiliate thereof;

(o) fail to file its own tax returns or be included on the tax returns of any other Person except as required by Applicable Law;

(p) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or a name franchised or licensed to it by an entity other than an Affiliate of Company or of Corporation, as the case may be, and not as a division or part of any other entity in order not (i) to mislead others as to the identity with which such other party is transacting

business, or (ii) to suggest that Company or Corporation, as the case may be, is responsible for the debts of any third party (including any member, general partner, principal or Affiliate of Company, or of Corporation, as the case may be, or any member, general partner, principal or Affiliate thereof);

(q) 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;

(r) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or Affiliate of Company or of Corporation, as the case may be, (ii) any Affiliate of a general partner, principal or member of Company or of Corporation, as the case may be, or (iii) any other Person;

(s) fail 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;

(t) pledge its assets for the benefit of any other Person, and with respect to Company, other than with respect to the Loan;

(u) fail to maintain a sufficient number of employees in light of its contemplated business operations;

(v) 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 without the affirmative vote of the Independent Director and of all other general partners/managing members/directors, for so long as the Loan is outstanding pursuant to the Note, the Loan Agreement and the other Loan Documents;

(w) fail to hold its assets in its own name;

(x) fail to consider the interests of its creditors in connection with all corporate actions to the extent permitted by Applicable Law;

(y) have any of its obligations guaranteed by an Affiliate except by Guarantor in connection with the Loan pursuant to the Guaranty;

(z) violate or cause to be violated the assumptions made with respect to Company and Corporation in the Insolvency Opinion;

(aa) with respect to Corporation, fail at any time to have at least one independent director (an "Independent Director") that is not and has not been for at least five (5) years: (a) a stockholder, director (other than an Independent Director), officer, employee, partner, member, attorney or counsel of Company or of Corporation or any Affiliate of either of them; (b) a customer, supplier or other Person who derives its



purchases or revenues (other than any fee paid to such director as compensation for such director to serve as an Independent Director) from its activities with Company, Corporation or any Affiliate of either of them (a "Business Party"); (c) a Person or controlling or under common control with any such stockholder, partner, member, director (other than an Independent Director), officer, attorney, counsel or Business Party; or (d) a member of the immediate family of any such stockholder, director (other than an Independent Director), officer, employee, partner, member, attorney, counsel or Business Party. Notwithstanding the foregoing, no Independent Director shall permit its board of directors to take any action which, under the terms of any certificate of incorporation, by-laws, voting trust agreement with respect to any common stock or other applicable organizational documents, requires the unanimous vote of one hundred percent (100%) of the members of the board without the vote of the Independent Director.

All other terms used but not otherwise defined herein shall have the meaning ascribed thereto in that certain Loan Agreement between the Company and Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc.