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TALLAHASSEE, FLORIDA

G. Coulllette

APR 08 2003

TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
STATE

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Capitol Services, Inc.

1045 Merritt Drive

Tallahassee, FL 32301

(850) 878-4734
Kathi or Brent

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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. T-Rex Boca Owners Corp. P02-131951
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

AMENDMENTS

- ☒ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 7, 2003

Please back date

CAPITOL SERVICES INC.

TALLAHASSEE, FL

SUBJECT: T-REX BOCA OWNERS CORP.

Ref. Number: P02000131951

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03 APR -8 AM 11:03

FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for T-REX BOCA OWNERS CORP. and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The date of adoption/authorization of this document must be a date on or prior to submitting the document to this office, and this date must be specifically stated in the document. If you wish to have a future effective date, you must include the date of adoption/authorization and the effective date. The date of adoption/authorization is the date the document was approved.

The name and title of the person signing the document must be noted beneath or opposite the signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 903A00020703

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

FILED
03 APR -7 AM 10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 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 I 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, 24th 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.

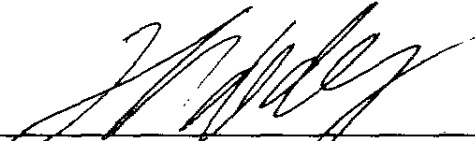
SEVENTH: No director of the corporation shall be personally liable to the corporation or any other person for monetary damages for breach of fiduciary duty as a director, except for liability (i) for a violation of criminal law, unless the director has reasonable cause to believe his conduct was lawful 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.

FOURTH: This Articles of Restatement of Articles of Incorporation contains amendments which were adopted by its shareholders, *on March 30, 2003* .

FIFTH: This 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 3rd day of March, 2003 made and subscribed this Articles of Restatement of Articles of Incorporation and affirmed that the statements made herein are true under the penalties of perjury.



Name: Thomas Mulrooney
Authorized Officer - Director / Pres.

SCHEDULE 1

DEFINITION OF SPECIAL PURPOSE ENTITY/SEPARATENESS COVENANTS

(1) Borrower shall not change or permit to be changed (a) Borrower's name, (b) Borrower's identity (including its trade name or names), (c) Borrower's principal place of business, (d) the corporate, partnership or other organizational structure of Borrower or Managing Member, (e) Borrower's state of organization, or (f) Borrower's organizational identification number, in each case without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in the structure of Borrower or Managing Member, without first obtaining the prior written consent of Lender. In addition, Borrower shall not change or permit to be changed any organizational documents of Borrower or Managing Member if such change would adversely impact the covenants set forth above or otherwise violate any transfer or due on sale provisions set forth in the Loan Documents. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property. If Borrower does not now have an organization identification number and later obtains one, or if the organizational identification number assigned to Borrower subsequently changes, Borrower shall promptly notify Lender of such organizational identification number or change.

(2) Borrower will qualify to do business and will remain in good standing under the laws of the state in which the Borrower was formed and the State.

(3) Borrower hereby represents, warrants and covenants as of the Closing Date and (except as set forth in paragraph (o) below) until such time as all Obligations are paid in full, that Borrower does not and will not:

(a) engage in any business or activity other than the ownership, leasing, operation and maintenance of the Property, and activities incidental thereto, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business;

(b) acquire or own any assets other than (A) the Property, and (B) such incidental personal property as may be necessary for the operation of the Property or the conduct of Borrower's business as contemplated herein;

(c) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets, engage in any transfer of assets outside the ordinary course of its business or change its legal structure;

(d) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(e) form, acquire, hold or own any subsidiary, or make any investment in, any Person;

(f) commingle its assets with the assets of any other Person;

(g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Loan, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred and paid on or prior to such date, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property on commercially reasonable terms and conditions; provided, however, that the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time two percent (2.0%) of the outstanding principal amount of the Note. Notwithstanding the foregoing, Borrower may, after prior notice to Lender, at its own expense, contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity of any such trade and operational indebtedness described in clause (B) above (during which time such sixty (60)) day period shall be tolled), provided that Borrower may withhold payment of such trade and operational indebtedness during the pendency of such contest only if (i) no Event of Default has occurred and is continuing, (ii) no part of or interest in the Property will be in danger of being sold, forfeited, terminated, canceled or lost, (iii) Borrower shall have furnished such security as may be required in the proceeding, or as may be reasonably requested by Lender, to insure the payment of any such unsecured trade payables, together with all interest and penalties thereon, which shall not be more than 125% of the trade and operational indebtedness being contested, and (iv) Borrower shall promptly upon final determination of the amount owed by Borrower with respect to such trade and operational indebtedness, pay such amount of such trade and operational indebtedness, together with all costs, interest and penalties and Borrower shall be permitted to use such security to make such payment;

(h) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person or have its assets listed on the financial statement of any other entity; provided that Borrower's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that Borrower's assets are listed on the Affiliate's own separate balance sheet and that any such consolidated financial statements contain a footnote indicating that Borrower is a separate legal entity, that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate, and that Borrower maintains separate books and records;

(i) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Borrower, or any Affiliate of the foregoing or of Borrower, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(j) 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 other Person;

(k) assume or guaranty or otherwise become obligated for the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person (other than to Lender to secure the Loan) or hold out its credit as being available to satisfy the obligations of any other Person;

(l) make any loans or advances to any Person;

(m) fail to file its own tax returns (unless Borrower is a tax-disregarded entity not required to file tax returns under applicable law) or file a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable legal requirements);

(n) 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 fail to correct any known misunderstanding regarding its separate identity;

(o) 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;

(p) without the unanimous written consent of all of the directors of Managing Member (including, for the avoidance of doubt, the Independent Director): (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any creditors rights laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors;

(q) fail to fairly and reasonably allocate expenses that are shared with an Affiliate of Borrower (including for shared office space and for services performed by an employee of an Affiliate) among the Persons sharing such expenses or to use separate stationery, invoices and checks bearing its own name;

(r) fail to remain solvent or pay its own expenses and liabilities (including salaries of its own employees) only from its own funds;

(s) acquire obligations or securities of its partners, members, shareholders or other Affiliates, as applicable, or of any other of its Affiliates;

(t) buy or hold evidence of indebtedness issued by any other Person (other than cash and investment-grade securities);

(u) identify itself as a division or part of any other Person;

(v) fail to maintain a sufficient number of employees in light of its contemplated business operations, or

(w) form, acquire, or hold any subsidiary.

(4) Managing Member shall at all times be a corporation whose sole asset is its interest in Borrower and Managing Member shall at all times comply, and shall cause Borrower to comply, with each of the representations, warranties, and covenants contained in Section 7.11 of that certain Loan Agreement between Company and The Travelers Insurance Company (the "***Loan Agreement***") as if such representation, warranty or covenant was made directly by Managing Member. Borrower and Managing Member shall at all times cause there to be at least one duly Independent Director of Managing Member.

(5) The organizational documents of Borrower and Managing Member shall at all times contain each of representations, warranties, covenants, and provisions set forth in subsections (3) and (4) above.

(6) "**Independent Director**" shall mean an individual person who is a duly appointed member of the board of directors of the relevant Entity who shall not have been, at the time of such appointment, at any time after appointment, or at any time in the preceding five (5) years, (i) a direct or indirect legal or beneficial owner in such Entity or any of its Affiliates, (ii) a creditor, supplier, employee, officer, director, manager or contractor of such Entity or any of its Affiliates, (iii) a person who controls such Entity or any of its Affiliates, or (iv) a member of the immediate family of a person defined in (i), (ii) or (iii) above.

All other terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

ACCEPTANCE AS REGISTERED AGENT

OF

T-REX BOCA OWNERS CORP.

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated: March 3, 2003

United Corporate Services, Inc.

A handwritten signature in black ink, appearing to read "Michael A. Barr", is written over a horizontal line.

Michael A. Barr, President

9200 South Dadeland Blvd., Suite 508
Miami, Florida 33156