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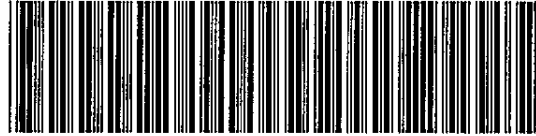
(Business Entity Name)

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Rest Amend.
C. Coulllette AUG 13 2004

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

1111 Pennsylvania Holdings ~~Inc.~~
Inc.

Signature _____

Requested by: _____

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

- _____ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- ☒ _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- ☒ _____ Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 12, 2004

CAPITAL CONNECTION, INC.

TALLAHASSEE, FL

SUBJECT: 1111 PENNSYLVANIA 26, INC.
Ref. Number: P04000107268

RE-SUBMIT

PLEASE OBTAIN THE ORIGINAL
FILE DATE

We have received your document for 1111 PENNSYLVANIA 26, INC. 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 amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

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: 604A00050012

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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**Second Amended and Restated
Articles of Incorporation of
1111 Pennsylvania 26, Inc.**

These Second Amended and Restated Articles of Incorporation ("Articles") of 1111 Pennsylvania 26, Inc. (the "Corporation") are adopted as of August 8, 2004.

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TALLAHASSEE, FLORIDA

**Article I
Definitions**

"Co-Tenant" means 1111 Pennsylvania Holdings LLC , as co-tenant to the Property and co-borrower under the Loan.

"Co-Tenancy Agreement" means that certain Tenancy-In-Common Agreement between the Corporation and the Co-Tenant.

"Independent Director" means a natural person who is not at the time of initial appointment as a director or at any time while serving as a director or manager of the Corporation and has not been at any time during the five (5) years preceding such initial appointment:

- (a) a stockholder, director (with the exception of serving as an Independent Director of the Corporation, officer, trustee, employee, partner, member, attorney or counsel of the Corporation or any Affiliate of the Corporation);
- (b) a creditor, customer, supplier, or other person who derives any of its purchases or revenues from its activities with the Corporation or any Affiliate of the Corporation;
- (c) a Person Controlling or under common Control with any Person excluded from serving as Independent Director under (a) or (b); or
- (d) a member of the immediate family by blood or marriage of any Person excluded from serving as Independent Director under (a) or (b).

A natural person who satisfies the foregoing definition other than subparagraph (b) shall not be disqualified from serving as an Independent Director of the Corporation if such individual is an Independent Director provided by a nationally-recognized company that provides professional independent directors (a "Professional Independent Director") and other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the foregoing definition other than subparagraph (a) by reason of being the independent director of a "special purpose entity" affiliated with the Corporation shall not be disqualified from serving as an Independent Director of the Corporation if such individual is either (i) a Professional Independent Director or (ii) the fees that such individual earns from serving as independent director of affiliates of the Corporation constitute in the aggregate less than five percent (5%) of such individual's annual income. Notwithstanding the immediately preceding sentence, an

Independent Director may not simultaneously serve as Independent Director of the Corporation and independent director of a special purpose entity that owns a direct or indirect equity interest in the Corporation or a direct or indirect interest in any co-borrower with the Corporation.

For purposes of this paragraph, a "special purpose entity" is an entity, whose organizational documents contain restrictions on its activities and impose requirements intended to preserve the Corporation's separateness that are substantially similar to the Special Purpose Provisions of these Articles.

"Lender" means Morgan Stanley Mortgage Capital, Inc. and each of its transferees, successors and assigns with respect to the Loan.

"Loan" means that certain \$122,000,000.00 loan from the Lender to the Corporation under the terms and conditions of the Loan Agreement.

"Loan Agreement" means that certain agreement containing the terms and conditions of the Loan from the Lender to the Corporation and the Co-Tenant as such agreement may be assigned, extended, modified, amended and/or restated from time to time.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Property" means the property defined in the Loan Documents.

"Satisfaction Date" means the date on which all amounts outstanding under the Loan Documents shall have been satisfied and the lien of the Loan Documents shall have been released from the Property.

Article II

The Corporation

SECTION 2.1. *Name.* The business of the Corporation shall be conducted under the name "1111 Pennsylvania 26, Inc."

SECTION 2.2. *Term.* The term of the Corporation shall be perpetual.

SECTION 2.3. *Purpose.* Subject to the limitations set forth elsewhere herein or in the Loan Documents, the purpose of the Corporation is to engage solely in the following activities: (i) to the extent permitted by the Loan Documents to acquire, own, hold, lease, operate, manage, maintain, develop and improve, the Property; (ii) to enter into and perform its obligations under the Loan Documents including the Co-Tenancy Agreement; (iii) to sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property to the extent permitted under the Loan Documents; and (iv) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

SECTION 2.4. *Place of Business.* The initial registered office of the Corporation shall be located at 4434 N. Bay Rd Miami Beach 33140, and the initial registered agent shall be Abbey Berkowitz, who is a resident of Florida, and whose business address is the same as the address of the initial registered office.

SECTION 2.5. *Authorized Shares.* The Corporation shall have authority to issue 1,000 shares of common stock, par value zero dollars and one cents (\$0.01) per share.

SECTION 2.6. *Name of Incorporator.* The name and address of the incorporator is Abbey Berkowitz.

SECTION 2.7. *Election of Directors.* Unless and to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

SECTION 2.8. *Amendment of By-Laws.* In furtherance and not in limitation of the powers conferred by the General Corporation Law of the State of Florida, the Board of Directors of the Corporation shall be authorized to make, alter, or repeal the By-Laws of the Corporation as and to the extent permitted therein.

Article III

Separateness Covenants

SECTION 3.1. *Negative Covenants.* Notwithstanding any other provision in these Articles or any provision of law that otherwise so empowers the Corporation, until the Satisfaction Date:

- A. The Corporation shall not do any of the following on behalf of the Corporation, without the unanimous affirmative vote of the Board of Directors of the Corporation (including both Independent Directors):
- (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 a substantial portion of the property of the Corporation;
 - (3) make any assignment for the benefit of the creditors of the Corporation; or
 - (4) take any action in furtherance of the foregoing subparagraphs (1) through (3).
- B. The Corporation shall not do any of the following:
- (1) to the fullest extent permitted by law, dissolve;
 - (2) liquidate, consolidate, merge, terminate or sell all or substantially all of the assets of the Corporation;
 - (3) engage in any business activity beyond the scope of Section 2.3 hereof;
 - (4) own any assets other than the Property and incidental personal property necessary for the ownership or operation of the Property;
 - (5) take any action that is reasonably likely to cause the Corporation to become insolvent;
 - (6) except as contemplated by the Loan Documents, commingle its assets with those of any other person or entity and hold all of its assets in its own name;
 - (7) except as contemplated by the Loan Documents, guarantee or become obligated for the debts of any other entity or person;
 - (8) except as contemplated by the Loan Documents, hold out its credit as being available to satisfy the obligations of any other person or entity;
 - (9) acquire the obligations or securities of its affiliates, members, shareholders or partners;

- (10) make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- (11) except as contemplated by the Loan Documents, pledge its assets to secure the obligations of any other person or entity;
- (12) identify itself as a division of any other person or entity;
- (13) form, hold or acquire any subsidiaries;
- (14) incur any indebtedness other than the debt permitted by the Loan Documents;
- (15) transfer or consent to the transfer of any direct or indirect ownership interests in the Corporation except as expressly permitted under the Loan Documents; or
- (16) amend, alter or change these Articles without (a) the prior written consent of the Lender, its successors or assigns and (b) after securitization of the Loan, prior written confirmation from each rating agency that rates securities backed in whole or in part by the Loan or securities backed in whole or in part by such securities that such amendment, alteration or change shall not result in any qualification, withdrawal or downgrade of any such rating.

SECTION 3.2. *Affirmative Covenants*. Notwithstanding any other provision in these Articles or any provision of law that otherwise so empowers the Corporation, until the Satisfaction Date, the Corporation shall do each of the following:

- (1) maintain books and records separate from any other person or entity;
- (2) maintain its bank accounts separate from any other person or entity;
- (3) conduct its own business in its own name and strictly comply with all organizational formalities to maintain its separate existence;
- (4) except as permitted by the Loan Documents, maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and shall not have its assets listed on the financial statement of any other entity; provided, however, that the Corporation's assets may be included in a consolidated financial statement of its affiliate provided that (i) 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 (ii) such assets shall also be listed on the Corporation's own separate balance sheet;

- (5) except as permitted by the Loan Documents, pay its own liabilities and expenses only out of its own funds;
- (6) observe all necessary corporate formalities;
- (7) except for capital contributions or capital distributions permitted under the terms and conditions of these Articles, not enter into any transaction with an affiliate of the Corporation except on commercially reasonable terms similar to those available to unaffiliated parties in an arm's-length transaction;
- (8) pay the salaries of its own employees, if any, from its own funds;
- (9) maintain a sufficient number of employees, if any, in light of its contemplated business operations;
- (10) file its tax returns separate from those of any other entity and not file a consolidated tax return with any other entity;
- (11) 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;
- (12) use separate stationery, invoices and checks bearing its own name;
- (13) hold itself out as a separate legal entity;
- (14) promptly correct any known misunderstanding regarding its separate identity; and
- (15) maintain adequate capital in light of its contemplated business operations.

Article IV Board of Directors

SECTION 4.1. *Number.* The number of Directors constituting the Board of Directors shall be established by the Corporation's Bylaws, or in the absence of a bylaw establishing the number of Directors, the number of Directors shall be three, including at least two Independent Directors. The Initial Directors shall be

