

1555 Palm Beach Lakes Boulevard, Suite 1100  
West Palm Beach, Florida 33401  
(561) 686-2000  
Fax (561) 686-5553  
Email: nannetteg@ecclestone.com

**ECCLESTONE  
ORGANIZATION**

**P04000150393  
Fax**

04 DEC 10 PM 4: 20  
TALLAHASSEE, FLORIDA

**FILED**

<b>To:</b> Division of Corporations	<b>From:</b> Nannette Gammon, Esq.
<b>Fax:</b> 850-205-0380	<b>Pages:</b>
<b>Phone:</b>	<b>Date:</b> 12/10/04
<b>Re:</b> Return of document	<b>CC:</b>
<b>REF:</b> P04000150393	

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Attached please find your correspondence of December 3, 2004, along with the originally filed document and the requested Certificate.

Please contact me with any questions that you may have and thank you for your assistance.

**RECEIVED**  
04 DEC 10 PM 3: 22  
DIVISION OF CORPORATIONS

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

*Amend + Restate Act  
MD 12/13*

MEMORY TRANSMISSION REPORT

PAGE : 001
TIME : DEC-03-04 09:26AM
TEL NUMBER: +15616865553
NAME : florida management company

FILE NUMBER : 920
DATE : DEC-03 09:22AM
TO : 9-18502050380-288
DOCUMENT PAGES : 008
START TIME : DEC-03 09:23AM
END TIME : DEC-03 09:26AM
SENT PAGES : 008
STATUS : OK

FILE NUMBER : 920
Division of Corporations

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

Page 1 of 1

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the Eoc audit number (shown below) on the top and bottom of all pages of the document.

((K04000239088 3))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

RECEIVED
04 DEC 10 PM 3:21
DIVISION OF CORPORATIONS

Division of Corporations
Fax Number : (800)295-0380
Account Name : FLORIDA MANAGEMENT COMPANY
Account Number : 220030000059
Phone : (561) 688-2000
Fax Number : (561) 688-2333

BASIC AMENDMENT
1555 OPERATING COMPANY

Table with 2 columns: Description and Value. Rows include: Certificate of Status (0), Certified Copy (1), Page Count (07), Estimated Charge (\$43.75)

Electronic Filing Method Corporate Filing Public Access Only

**P04000150393**

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H04000239088 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

FILED  
04 DEC 10 PM 4:20  
TALLAHASSEE, FLORIDA  
DIVISION OF CORPORATIONS

To: Division of Corporations  
Fax Number : (850)205-0380

From: Account Name : FLORIDA MANAGEMENT COMPANY  
Account Number : 120030000068  
Phone : (561)686-2000  
Fax Number : (561)686-5553

RECEIVED  
04 DEC 10 PM 3:21  
DIVISION OF CORPORATIONS

**BASIC AMENDMENT**  
**1555 OPERATING COMPANY**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$43.75

Electronic Filing Menu

Corporate Filing

Public Access Help

*Amended & Resubmitted  
MD 12/13*



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

December 3, 2004

1555 OPERATING COMPANY  
1555 PALM BEACH LAKES BOULEVARD  
SUITE 1100  
WEST PALM BEACH, FL 33401US

SUBJECT: 1555 OPERATING COMPANY  
REF: P04000150293

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

*Shareholder*

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

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) 245-6882.

Maryanne Dickey  
Document Specialist

FAX Aud. #: H04000239088  
Letter Number: 704A00067923

*per file at  
Maryanne  
12/19/04*

**CERTIFICATE**

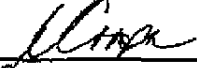
The undersigned, being all of the members of the Board of Directors of 1555 Operating Company, a Florida corporation (the "Company"), hereby certify as follows:

1. No provision or portion of the Amended and Restated Articles of Incorporation of the Company dated December 2, 2004, requires the consent of the shareholders of the Company.

Dated this 9<sup>th</sup> day of December, 2004.

**BOARD OF DIRECTORS**

  
 \_\_\_\_\_  
 E. Lloyd Ecclestone

  
 \_\_\_\_\_  
 Ron Cooper

Attest:  
  
 \_\_\_\_\_  
 Nannette Gammon, Secretary

04 DEC 10 PM 4:20  
 CLERK OF STATE  
 TALLAHASSEE, FLORIDA

**FILED**

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**1555 OPERATING COMPANY**

These Amended and Restated Articles of Incorporation of 1555 Operating Company wholly amends and restates those certain Articles of Incorporation filed with the Florida Division of Corporations on November 2, 2004, under document number P04000150393.

**ARTICLE ONE: NAME**

The name of the Corporation is 1555 Operating Company which will have offices at 1555 Palm Beach Lakes Blvd., Suite 1100, West Palm Beach, Florida 33401.

**ARTICLE TWO: DURATION**

This Corporation shall have perpetual existence.

**ARTICLE THREE: PURPOSE.**

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

- (i) To acquire a general partnership interest in and act as the general partner of Regions Financial Tower, LLLP (the "Partnership"), which is engaged solely in the ownership, operation and maintenance of the real estate project known as "Regions Financial Tower" located at 1555 Palm Beach Lakes Boulevard in West Palm Beach, Palm Beach County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Partnership's Certificate of Limited Partnership; 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 to the foregoing, including the management of the Property.

**ARTICLE FOUR: PROHIBITIONS**

Norwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, 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 Three or cause or allow the Partnership to engage in any business activity other than as set forth in its Articles of Organization;
- (ii) incur any debt secured or unsecured, direct or contingent (including

guaranteeing any obligation);

- (iii) cause the Partnership to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument"), except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;
- (iv) seek the dissolution or winding up, in whole or in part, of the Partnership or the Corporation;
- (v) cause the Partnership or the Corporation to merge into or consolidate with any person or entity 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;
- (vi) file a voluntary petition or otherwise initiate proceedings to have the Partnership or the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership or the Corporation, or file a petition seeking or consenting to reorganization or relief of the Partnership or the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership or the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or the Corporation or of all or any substantial part of the properties and assets of the Partnership or the Corporation, or make any general assignment for the benefit of creditors of the Partnership or the Corporation, or admit in writing the inability of the Partnership or the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Partnership or the Corporation debt or take any action in furtherance of any such action; or
- (vii) amend Articles Three, Four, Five or Six of these Articles of Incorporation or approve an amendment to Paragraphs 7, 8, 9, 10, or 11 of the Certificate of Limited Partnership governing the Partnership; or
- (viii) withdraw as the general partner of the Partnership.

In addition to the foregoing, so long as any obligation secured by the Security Instrument

H04000239088 3

remains outstanding and not discharged in full, the Corporation shall not without the written consent of the holder of the Security Instrument, take any action set forth in items (i) through (v) and items (vii) and (viii).

**ARTICLE FIVE: SEPARATENESS/OPERATIONS MATTERS.**

The Corporation has not and shall not:

(a) acquire or own any material asset other than (i) its general partnership interest in the Partnership, and (ii) such incidental personal property as may be necessary for the ownership of such general partnership interest;

(b) fail to 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, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation, or its By-Laws;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Agreement;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Corporation permitted by the Security Agreement or the Loan Agreement associated with the Security Agreement and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Loan Agreement)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Partnership or the Corporation, the affiliates of a partner or member of the Partnership or the Corporation and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Partnership;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the Partnership or the Corporation or any guarantor of all or a portion of the obligations secured by the Loan Agreement or any partner, member, principal or affiliate thereof, 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 any partner, member, principal or affiliate of the Partnership or the Corporation, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;



(h) fail to correct any known misunderstandings regarding the separate identity of the Partnership or the Corporation;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Corporation (except for a Guarantor or Indemnitor (as defined in the Loan Agreement));

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Partnership or the Corporation, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Partnership or the Corporation is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Partnership or the Corporation or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Partnership and the Corporation and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(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) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Partnership or the Corporation, (ii) any affiliate of a partner, member or affiliate of the Partnership or the Corporation, or (iii) any other person or entity or allow any person or entity to identify the Corporation as a department or division of that person or entity; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other person or entity;

**ARTICLE SIX: SUBORDINATION OF INDEMNIFICATION PROVISIONS**

Notwithstanding any provision hereof to the contrary, any indemnification claim against

the Corporation arising under these Articles, the By-Laws or the laws of the state of organization of the Corporation shall be fully subordinate to any obligations of the Corporation arising under the Loan Agreement or any other Loan Document (as defined therein), and shall only constitute a claim against the Corporation to the extent of, and shall be paid by the Corporation in monthly installments only from, the Corporation's pro rata share in distributions by the Partnership of the excess of net operating income of the Partnership for any month over all amounts then due under the Loan Agreement and any other Loan Documents.

**ARTICLE SEVEN: CAPITAL STOCK**

This Corporation is authorized to issue 1,000 shares of common stock.

**ARTICLE EIGHT: INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of this Corporation is 1555 Palm Beach Lakes Boulevard, Suite 1100, West Palm Beach, Florida 33401, and the name of the initial registered agent of this Corporation at that address is E. Llwyd Ecclestone.

**ARTICLE NINE: INITIAL BOARD OF DIRECTORS**

This Corporation shall have two (2) directors initially. The number of directors may be increased or decreased from time to time by amendment to, or in the manner provided in the By-laws providing there shall always be at least one director. The name and address of the director(s) of this Corporation are:

E. Llwyd Ecclestone  
1555 Palm Beach Lakes Blvd.  
Suite 1100  
West Palm Beach, Florida 33401

Ron Cooper  
1555 Palm Beach Lakes Blvd.  
Suite 1100  
West Palm Beach, Florida 33401

**ARTICLE TEN: INCORPORATOR**

The name and address of the incorporator hereof is:

E. Llwyd Ecclestone  
1555 Palm Beach Lakes Blvd.  
Suite 1100  
West Palm Beach, FL 33401



ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

*E. Llywd Ecclestone*

E. Llywd Ecclestone  
Incorporator

Dated: December 2, 2004

**ACKNOWLEDGMENT OF RESIDENT AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED 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.

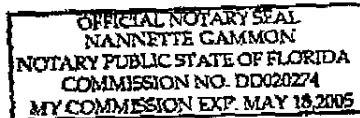
*E. Llywd Ecclestone*  
E. Llywd Ecclestone

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared E. Llywd Ecclestone  personally known to me or \_\_\_\_\_ who produced \_\_\_\_\_ as identification, and who executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal this 2nd day of December, 2004.



(SEAL)

*Nannette Gammon*  
Notary Public  
Printed Name Nannette Gammon  
Commission Expires: \_\_\_\_\_