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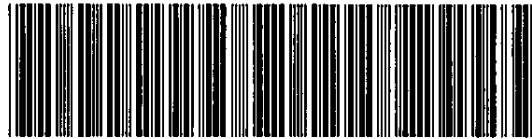
(Business Entity Name)

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*Amend*

RECEIVED  
06 NOV -9 AM 9:53  
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2006 NOV -9 AM 11:06  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*DR*  
*11/9/06*

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**DATE: 11-09-06**

**NAME: MARS POWERLINE MANAGEMENT, INC.**

**TYPE OF FILING: ARTICLES OF AMENDMENT**

**COST: \$35 + \$8.75- \$43.75**

**RETURN: CERTIFIED COPY**

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**ACCOUNT: FCA0000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



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Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

2006 NOV -9 AM 11:06

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Mars Powerline Management, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

P06000136114

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if changing):**

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")  
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Added: Article IX - Special Provisions

**SEE ATTACHED ADDITIONAL THREE (3) PAGES**

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

N/A

(continued)

The date of each amendment(s) adoption: November 8, 2006

Effective date if applicable: November 8, 2006  
(no more than 90 days after amendment file date)


Adoption of Amendment(s) **(CHECK ONE)**

- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_."  
(voting group)

- ☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature



(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Gerard K. Mello

(Typed or printed name of person signing)

Secretary/Treasurer

(Title of person signing)

**FILING FEE: \$35**

## ARTICLE IX – SPECIAL PROVISIONS

(a) Notwithstanding anything to the contrary contained in these Articles, for so long as that certain first mortgage loan ("Loan") made by Merrill Lynch Mortgage Lending, Inc. (together with its successors and/or assigns "Lender") to Mars Powerline Limited Partnership, an Illinois limited partnership, qualified to do business in Florida as Mars Powerline Limited Partnership, Ltd. remains outstanding, in the event of any conflict between the provisions contained in this Section VIII(a) and the other provisions of these Articles, the provisions of this Section VIII(a) shall control and govern. All capitalized terms within this Section VIII(a) shall have the meaning ascribed to them in that certain Loan Agreement between Mars Powerline Limited Partnership, an Illinois limited partnership, qualified to do business in Florida as Mars Powerline Limited Partnership, Ltd., and Lender.

(b) Mars Powerline Management, Inc. has not, and for so long as the Loan shall remain outstanding, will not:

(i) engage in any business or activity other than owning its general partnership interest in Mars Powerline Limited Partnership, an Illinois limited partnership, qualified to do business in Florida as Mars Powerline Limited Partnership, Ltd.;

(ii) acquire or own any assets other than its general partnership interest in Mars Powerline Limited Partnership, an Illinois limited partnership, qualified to do business in Florida as Mars Powerline Limited Partnership, Ltd.;

(iii) 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 or change its legal structure;

(iv) 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;

(v) own any subsidiary, or make any investment in, any Person;

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

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation);

(viii) 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; except that Mars Powerline Management, Inc.'s financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that such consolidated financial statements contain a footnote indicating that Mars Powerline Management, Inc. is a separate legal entity and that it maintains separate books and records;

(ix) 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, 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;

(x) 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;

(xi) assume or guaranty 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 or hold out its credit as being available to satisfy the obligations of any other Person;

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

(xiii) fail to file its own tax returns or files a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable Legal Requirements);

(xiv) 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;

(xv) 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, provided that there are sufficient funds from the operation of the Property to do so;

(xvi) without the unanimous written consent of all of its directors take any of the following actions for itself or Mars Powerline Limited Partnership, an Illinois limited partnership, qualified to do business in Florida as Mars Powerline Limited Partnership, Ltd., (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;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing such expenses and to use separate stationery, invoices and checks;

(xviii) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds, provided that there are sufficient funds from the operation of the Property to do so;

(xix) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable; or

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

(c) For so long as the Loan shall remain outstanding, Mars Powerline Management, Inc., shall not allow direct and/or indirect transfers of ownership interests in Mars Powerline Management, Inc. that would violate the provisions of Article 5 and/or Article 6 of the Loan Agreement executed by Mars Powerline Limited Partnership, an Illinois limited partnership, qualified to do business in Florida as Mars Powerline Limited Partnership, Ltd. in connection with the Loan.

(d) For so long as the Loan shall remain outstanding, Mars Powerline Management, Inc.'s obligation under these Articles, its Bylaws or any other document, if any, to indemnify its directors and officers, partners, or members or managers, as applicable, is hereby fully subordinate to the Loan and the loan documents executed in connection therewith (the "Loan Documents") and no indemnity payment from funds of Mars Powerline Management, Inc. (as distinct from funds from other sources, such as insurance) of any indemnity under these Articles, its Bylaws or any other document, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents.

(e) For so long as the Loan shall remain outstanding, Mars Powerline Management, Inc. shall not amend, terminate or otherwise alter the provisions of Section IX of these Articles without Lender's prior written consent.

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