



P97000049349

ACCOUNT NO. : 072100000032

REFERENCE : 182664 7149102

AUTHORIZATION :

Patricia Piguet

COST LIMIT : \$ 43.75

ORDER DATE : March 25, 1999

ORDER TIME : 11:35 AM

ORDER NO. : 182664-005

CUSTOMER NO: 7149102

CUSTOMER: Ms. Rosa Nunez  
Centres Inc.  
Two Datron Center, Suite 1528  
9130 S. Dadeland Boulevard  
Miami, FL 33156

Amend  
300002818283--7

DOMESTIC AMENDMENT FILING

NAME: CENTRES GROUP EAGAN GP, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Angie Glisar

EXAMINER'S INITIALS:

NOTARIAL DIVISION OF CORPORATION

99 MAR 25 PM 12:03

RECEIVED  
3/25/99

FILED  
99 MAR 25 PM 2:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
CENTRES GROUP EAGAN GP, INC.**

99 MAR 25 PM 2:37  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, Kenneth B. Karl, being the President of CENTRES GROUP EAGAN GP, INC., a Florida corporation (the "Corporation"), incorporated October 1, 1997, under Document No. P97000049349, does hereby certify, attest and serve notice, pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, that the Articles of Incorporation of the Corporation are hereby amended as follows:

1. An Article XII to the Articles of Incorporation of the Corporation is hereby added to read as follows:

**"ARTICLE XII -- LIMITATIONS AND INTERNAL AFFAIRS**

For purposes of this Article XII:

"Affiliate" means, when used with reference to a specified individual, partnership, corporation, trust or other legal entity (a "Person"), (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person, (ii) any Person that is an officer, employee or director of, general partner in or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, employee, director, general partner or trustee, or with respect to which the specified Person serves in a similar capacity, and (iii) any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities (whether voting or nonvoting) of the specified Person or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities (whether voting or nonvoting).

"Independent Director" means a person who is not and has not within the past five (5) years been, (i) an officer, director, employee, partner, member, beneficial-interest holder or stockholder of the Corporation or the Partnership or of any partner or member of the Partnership, or any affiliate of any of the foregoing; (ii) a lessee under any lease or supplier of the Partnership or any affiliate thereof (other than a supplier that does not derive more than 10% of its revenues from its activities with the Partnership or any affiliate thereof; or (iii) a spouse, parent, sibling, or child of any person described in (i) or (ii) above provided, however, that a person shall not be deemed to be a director of an affiliate solely by reason of such person being a director of a single-purpose entity. For the purpose of

this definition alone, affiliate means any person or entity which is controlled by, or under common control with, any person or entity described in clause (i) above; provided that the terms "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933."

"Lender" means Capital Company of America LLC.

"Loan" means that certain first mortgage loan (the "Loan") from Lender.

"Loan Agreement" means that certain agreement between the Partnership and Lender which is among the instruments to be entered into and/or given by the Partnership in connection with the Loan, as amended, supplemented, renewed, extended or substituted from time to time.

"Partnership" means Centres Eagan Limited Partnership, of which the Corporation is the sole General Partner.

"Property" means that certain real property owned by the Partnership and located in the County of Dakota, State of Minnesota and pledged to Lender as collateral for the Loan.

Notwithstanding any provisions of these Articles of Incorporation and any provision of law that otherwise so empowers this Corporation, until the earlier of the payment of the Loan in full or the transfer by the Partnership of its interest in the Property in accordance with the terms of the Loan Agreement:

A. the Board of Directors of the Corporation shall include one (1) Independent Director;

B. the sole purpose of the Corporation shall be to act as the general partner of the Partnership and perform such duties as are appurtenant thereto;

C. any indemnification provisions applicable to the Corporation are subordinated to the Loan;

D. the General Partner will abide by and do nothing to violate the defined term "Special Purpose Bankruptcy Remote Entity" as defined in the Loan Agreement; and

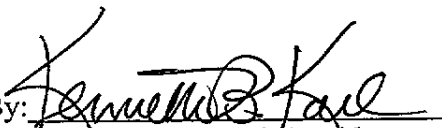
E. there will be no transfers of an interest in the General Partner in violation of the terms of the Loan Agreement.

Upon the earlier of the payment of the Loan in full or the transfer by the Partnership of its interest in the Property in accordance with the terms of the Loan Agreement, the Amendments to the Articles of Incorporation set forth in the foregoing be, and they hereby are authorized, empowered and deemed to be, null and void and of no further force and effect.

The foregoing amendments of the Articles of Incorporation of the Corporation have been duly and unanimously authorized, adopted and directed by the Board of Directors and shareholders of the Corporation by Written Consent thereto dated as of March 23, 1999. All other provisions of the Articles of Incorporation of the Corporation shall remain in full force and effect without any modification thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal in his capacity as aforesaid as of the 24<sup>th</sup> day of March, 1999, on behalf of the Corporation.

CENTRES GROUP EAGAN GP, INC.

By:   
Kenneth B. Karl, President

[CORPORATE SEAL]