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ACCOUNT NO. : 072100000032

REFERENCE : 992042 4701718

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ 43.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : February 6, 2001

ORDER TIME : 11:22 AM

ORDER NO. : 992042-005

CUSTOMER NO: 4701718

400003661854--0

CUSTOMER: Denise Enders, Legal Asst
Brookhill Management
501 Madison Avenue
18th Floor
New York, NY 10022

DOMESTIC AMENDMENT FILING

NAME: DMB L3 G.P. 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: Susie Knight -- EXT# 1156

EXAMINER'S INITIALS: _____

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

01 FEB -8 PM 12:16

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G. COULLIETTE FEB 08 2001

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
DMB L3 G.P., INC.

FILED
01 FEB -8 PM 1:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted:

- A. ARTICLE SECOND shall be amended to reflect the principal office of the corporation is "c/o Brookhill Management Corporation, 501 Madison Avenue, 18th Floor, New York, New York 10022".
- B. ARTICLE SEVENTH shall be deleted in its entirety and replaced with the following:

"The Corporation is formed for the sole purpose of acting as the sole general partner of DMB/Sarasota I, L.P., a Delaware limited partnership (the "Partnership"), which leases and operates the real property known as Brookhill Business Park, and located at 6000 Fruitville Road, Sarasota, Florida, (said real property hereinafter referred to as the "Property"), and engaging in any lawful act or activity necessary or convenient or incidental thereto for which a corporation may be organized under Florida law. The Corporation shall not engage in any act or activity other than as permitted hereby."

- C. ARTICLE ELEVENTH: Notwithstanding anything to the contrary contained herein, for so long as that certain loan made by Deutsche Banc Mortgage Capital, L.L.C. ("Lender", which includes its transferees, successors and assigns) to the Partnership in an amount not exceeding \$14,410.00 (the "Loan") and secured by the Property, or any other amounts owed by the Partnership to Lender remain outstanding, the Corporation covenants and agrees that it has not and shall not:

- a. engage in any business or activity other than the ownership of the Partnership and activities incidental thereto;
- b. acquire or own any assets other than its ownership interest of the Partnership;
- c. merge into or consolidate with any Person, 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. (the word "Person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated association,

partnership, trust, unincorporated association, government, governmental authority, and any other entity);

- 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 laws of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation or other organizational documents;
- e. 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 unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in the Partnership that (i) do not exceed at any one time \$10,000, and (ii) are paid within sixty (60) days after the date incurred;
- 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;
- i. enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair, 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 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;
- l. make any loans or advances to any Person;
- m. fail to file its own tax returns (unless prohibited by applicable laws from doing so);
- 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. fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds;
- q. fail to allocate shared expenses (including, without limitation, shared office space) and to use separate stationary, invoices and checks;
- r. acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable;
- s. seek or consent to the transfer of its Partnership interest, in whole, or in part, of the Partnership;
- t. fail at any time to have at least one duly appointed member of the board of directors (an "Independent Director") of the Corporation reasonably satisfactory to Lender who shall not have been at the time of such individual's appointment, and shall not have been at any time during the preceding five (5) years, and shall not be at any time while serving as a director of the Corporation either (i) a shareholder (or other equity owner) of, or an officer, director, partner, member, attorney, counsel or employee of the Partnership or any of its respective shareholders, partners, members, subsidiaries or affiliates, (ii) a customer of, or supplier to, the Partnership or any of its respective shareholders, partners, members, subsidiaries or affiliates, (iii) a Person who Controls (defined below) or under common Control with any such shareholder, officer, director, partner, member, employee supplier or customer, or (iv) a member of the immediate family of any such shareholder, officer, director, partner, member, employee, supplier or customer. (As used herein, the term "Control" shall mean the power to direct the management and policies of any Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise); and
- u. take any action which, under the terms of these Articles of Incorporation, the by-laws or any voting trust agreement with respect to any common stock, requires a unanimous vote of the board of directors of the Corporation unless at the time of such action there shall be at least one member of the board of directors who is an Independent Director.

Further notwithstanding anything to the contrary contained herein,

for so long as the Loan or any other amounts owed by the Partnership to Lender remain outstanding, (i) the Corporation shall cause the Partnership to comply with the provisions of Section 4.3 of the Mortgage and Security Agreement (the "Security Instrument") given by the Partnership to the Lender and encumbering the Property and the provisions of ARTICLE VI of the Partnership's Limited Partnership Agreement and (ii) no transfer of any direct or indirect ownership interest in the Corporation or the Partnership shall be made in violation of the terms and conditions of the Security Instrument.

Restricted Actions

Notwithstanding anything to the contrary contained herein, for so long as the Loan or any other amounts owed by the Partnership to Lender remain outstanding, the Corporation shall not do any of the following: (A) engage in any dissolution, liquidation, consolidation, merger or other combination with or into any other business entity, (B) engage in any business activity not permitted by ARTICLE SEVENTH of these Articles of Incorporation, (C) amend, modify, waive or terminate these Articles of Incorporation, or (D) institute any "Bankruptcy Action" (defined below) without the affirmative vote of one hundred percent (100%) of its Board of Directors, including the affirmative vote of the Independent Director, on behalf of itself or the Partnership.

"Bankruptcy Action" means:

- (i) Taking any action that might cause the Corporation or the Partnership to become insolvent;
- (ii) commencing any case, proceeding or other action on behalf of the Corporation or the Partnership under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors;
- (iii) filing a petition in bankruptcy;
- (iv) consenting to the institution of a bankruptcy or insolvency case or proceeding against the Corporation or the Partnership;
- (v) filing a petition or application or consenting to a petition or application seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation, or other relief on behalf of the Corporation or the Partnership of their respective debts under any federal or state law relating to bankruptcy or insolvency;
- (vi) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Partnership;
- (vii) making any assignment for the benefit of the Corporation's or the Partnership's creditors;
- (viii) instituting a case or proceedings to have the Corporation or the Partnership adjudicated as, or

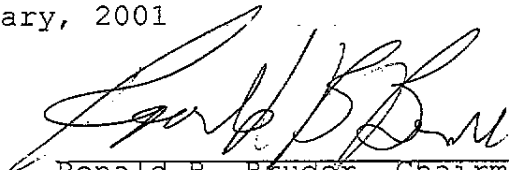
- determined to be, bankrupt or insolvent; or
- (ix) taking any action in furtherance of any of the foregoing.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows: NONE

THIRD: The date of each amendment's adoption are as of the date of filing of this Amendment.

FOURTH: The amendments were adopted by the board of directors without shareholder action and shareholder action was not required.

Signed this 31st day of January, 2001



Ronald B. Bruder, Chairman