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BASIC AMENDMENT

DMB L3, G.P., INC.

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CORPORATION SVC CO

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DMB L3, G.P., INC.**

DMB L3, G.P., INC. (the "Corporation"), hereby submits the following Amended and Restated Articles of Incorporation (the "Articles"). Such Articles are an amendment and restatement of the original Articles of Incorporation of the Corporation, filed on October 13, 1997, and have been approved by the shareholders of the Corporation, by a sufficient number of votes cast by such shareholders for approval. The Articles shall be effective as of the date of filing thereof with the Florida Department of State, Division of Corporations. The date of adoption of the amendment is January 10, 2005.

FIRST. The name of the Corporation is DMB L3, G.P., Inc.

SECOND. The address of the Corporation's registered office in the State of Florida is 1201 Hays Street, Tallahassee, Florida 32301. The name of its registered agent at such address is Corporation Service Company.

THIRD. The business of the Corporation shall be solely to own a partnership interest in and be the general partner of DMB/Sarasota I, L.P., a Delaware limited partnership ("Limited Partnership"), and to do any and all things necessary or incidental to the foregoing to carry out and further the business of the Corporation. The foregoing partnership interest shall be the only material asset of the Corporation.

FOURTH. The total number of shares of stock which the Corporation shall have authority to issue is 100 shares. All of such shares are Common Stock, par value \$0.01 per share. Upon issuance, the capital shares of the Corporation shall be deemed fully paid, validly issued and received for fair and reasonably equivalent value.

FIFTH. At all times, at least one member of the board of directors of the Corporation shall be an Independent Director. In the event of the death, incapacity, resignation or removal of any Independent Director, the board of directors of the Corporation shall immediately replace such Independent Director with another Independent Director. No actions of the board of directors or of the Corporation that require the consent of the Independent Director shall be taken in the absence of an Independent Director. "Independent Director" shall mean a Person who is not at the time of initial appointment, or at any time while serving as a director, or at any time during the preceding five (5) years (i) a stockholder, director (with the exception of serving as the Independent Director) officer, employee, partner, member, attorney or counsel of the Corporation, any Borrower or any Affiliate of any of them; (b) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Corporation, any Borrower or any Affiliate of any of them; (c) a Person controlling or under common control with any such stockholder, director, officer, partner, member, customer, supplier or other Person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, customer, supplier or other Person. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise. "Borrowers" shall mean DMB/Remediation LLC, Dames & Moore/Brookhill, L.L.C., the Limited Partnership, and Dames & Moore/Brookhill of Ohio,

L.L.C. "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person. "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

Notwithstanding any other provision of these Articles of Incorporation or any contrary or inconsistent provision of the By-Laws of the Corporation or any other document or instrument governing the affairs of the Corporation, or any provision of law that otherwise so empowers the Corporation, no Independent Director may be removed unless his or her successor has been elected. No Independent Director shall, with regard to any action to be taken under or in connection with this FIFTH Article, owe a fiduciary duty or other obligation to the initial stockholder nor to any successor stockholders (except as may specifically be required by the statutory law of any applicable jurisdiction). Instead, such Independent Director's fiduciary duty and other obligations with regard to such action under or in connection with this FIFTH Article shall be owed to the Corporation (including its creditors). In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws so provide.

SIXTH. To the fullest extent permitted by the Florida Business Corporation Act as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this SEVENTH Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

SEVENTH. Notwithstanding any other provision of these Articles of Incorporation or, to the extent permitted by law, any provision of law that otherwise so empowers the Corporation, until the Debt (as defined in the Loan Agreement) under the loan agreement ("Loan Agreement") between Column Financial, Inc. ("Lender"), and the Borrowers has been paid in full, the Corporation shall not, without the unanimous written consent of all of the directors, including the Independent Director, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings on behalf of itself or Limited Partnership.

EIGHTH. Notwithstanding any other provision of these Articles of Incorporation or, to the extent permitted by law, any provision of law that otherwise so empowers the Corporation, until the Debt under the Loan Agreement has been paid in full, the Corporation shall not do any of the following:

- (a) engage in any business unrelated to acting as general partner of Limited Partnership;
- (b) have any assets other than those related to its partnership interest in Limited Partnership;
- (c) engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of partnership interests

(d) or amendment of its articles of incorporation with respect to the matters set forth in the definition of "Special Purpose Entity" in the Loan Agreement;

(e) dissolve, merge, liquidate or consolidate;

(f) sell all or substantially all of its assets or the assets of Limited Partnership;

(g) engage in any other business activity or amend its organizational documents with respect to the matters set forth in the definition of "Special Purpose Entity" in the Loan Agreement without the consent of Lender;

(h) will not fail to correct any known misunderstanding regarding its separate identity;

(i) will not acquire obligations or securities of its partners, members, shareholders or any other Affiliate;

(j) will not pledge its assets for the benefit of any other Person;

(k) will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash or investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(l) will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and shall not identify itself as a division of any other Person;

(m) will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party, and (ii) in connection with the Loan Agreement;

(n) will not have any obligation to indemnify, and will not indemnify, its partners, officers, directors, or members, and if such obligation exists, it will be fully subordinated to the Obligations (as defined in the Loan Agreement) and will not constitute a claim against the Obligations in the event that cash flow in excess of the amount required to pay the Obligations is insufficient to pay such obligation; and

(o) will not have any of its obligations guaranteed by any Affiliate.

NINTH. Notwithstanding any other provision of these Articles of Incorporation or, to the extent permitted by law, any provision of law that otherwise so empowers the Corporation, until such time as the Debt under the Loan Agreement has been paid in full, the Corporation shall do the following:

(a) remain solvent and continue to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and 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;

- (b) will maintain its own records, books, resolutions and agreements;
- (c) other than as provided in the Cash Management Agreement (as defined in the Loan Agreement), will not (i) commingle its funds or assets with those of any other Person and (ii) participate in any cash management system with any other Person;
- (d) will hold its assets in its own name;
- (e) will conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of Borrower, except for services rendered under a business management services agreement with an Affiliate that complies with the requirements of the Loan Agreement so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of Borrower;
- (f) will maintain its financial statements, accounting records and other entity documents separate from any other Person and has not permitted, and will not permit, its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; *provided, however* that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;
- (g) will pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and will maintain a sufficient number of employees in light of its contemplated business operations;
- (h) will observe all corporate formalities;
- (i) will have no Indebtedness other than (i) the Loan (ii) unsecured trade and operational debt incurred in the ordinary course of business relating the ownership and operation of the Property or the Collateral and the routine administration of Borrower, in amounts not to exceed one percent (1%) of principal of the Loan, in the aggregate, which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note, and are paid when due, and which amounts are normal and reasonable under the circumstances and (iii) such other liabilities that are permitted pursuant to the Loan Agreement;
- (j) will allocate, fairly and reasonably, any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;
- (k) will maintain and use separate stationery, invoices and checks bearing its name and shall not bear the name of any other entity unless such entity is clearly designated as being the Corporation's agent;
- (l) will hold itself out and identify itself, as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of

Borrower and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in the Loan Agreement so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of Borrower;

- (m) will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;
- (n) shall consider the interests of its creditors in connection with all corporate actions;
- (o) will comply with all of the terms and provisions contained in its organizational documents; and
- (p) cause Limited Partnership to comply with the special purpose provisions of its partnership agreement as well as the special purpose provisions of the Loan Agreement.

TENTH. Notwithstanding anything to the contrary in the Articles of Incorporation, the By-Laws or any other documents governing the formation or operation of the Corporation, until such time as the Debt under the Loan Agreement is paid in full, any indemnification permitted or required under the Articles of Incorporation or the By-Laws of the Corporation shall be fully subordinated to the Obligations and will not constitute a claim against the Obligations in the event that cash flow in excess of the amount required to pay the Obligations is insufficient to pay such obligation.

ELEVENTH. Until the date which is the last date on which any and all duties and obligations of the Corporation and the Borrowers to Lender have been fully and indefeasibly satisfied, the Corporation shall not amend, alter, change or repeal Articles THIRD, FIFTH, EIGHTH, NINTH, TENTH, ELEVENTH or this Article TWELFTH of these Articles of Incorporation without the unanimous written consent of all of the directors, including the Independent Director, and the consent of Lender, nor shall any such amendment, alteration, change, or repeal be effected in violation of any agreement the Corporation shall have entered prohibiting any such amendment. Subject to the foregoing limitation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders or members herein are granted subject to this reservation.

TWELFTH. The Corporation is to have perpetual existence.

IN WITNESS WHEREOF, the undersigned, being the president of DMB L3, G.P., Inc., has caused these Amended and Restated Articles of Incorporation to be executed this 10 day of January, 2005.

DMB L3, G.P., Inc.

Name: Charles Kramer
Title: President