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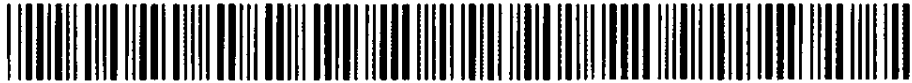
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DADELAND CENTRE II, INC.

Certificate of Status	0
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Page Count	09
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APR 16 2025

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**SECOND AMENDMENT TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
DADELAND CENTRE II, INC.**

2025 APR 15 AM 11:52

CLERK OF STATE
JANUARY 1, 2025

Pursuant to Sections 607.1003 and 607.1006 of the Florida Business Corporation Act, the Articles of Incorporation of DADELAND CENTRE II, INC. (the "Corporation") are hereby Amended according to these Articles of Amendment:

FIRST: The first paragraph of Article VI of the Corporation's Amended and Restated Articles of Incorporation is amended and restated in its entirety to read as follows:

The names, addresses of the Directors and titles of the Officers of the Corporation are:

James Bernstein: President and Director
9155 South Dadeland Boulevard, Suite 1812
Miami, FL 33156

Elizabeth A. Green: Vice President and Director
9155 South Dadeland Boulevard, Suite 1812
Miami, FL 33156

Richard M. Horton: Vice President
9155 South Dadeland Boulevard, Suite 1812
Miami, FL 33156

Susan A. Grad: Secretary and Director
9155 South Dadeland Boulevard, Suite 1812
Miami, FL 33156

Jessica L.M. Woodward: Independent Director
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

SECOND: Article VII of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

"ARTICLE VII. PURPOSE

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

(a) To acquire a partnership interest in and act as the General Partner of DADELAND CENTRE II, LTD., a Florida limited partnership (the "Borrower"), which is engaged solely in the ownership, operation and management of the real estate project known as 9150 South Dadeland Blvd., located in Miami-Dade County, Florida (the "Property"), pursuant to and in accordance with

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the Amended and Restated Articles of Incorporation and Borrower's Limited Partnership Agreement of Dadeland Centre II, LTD. (the "Borrower's Agreement"); and

(b) to engage in such other lawful activities permitted by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing."

THIRD: Article VIII of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

"ARTICLE VIII. INDEPENDENT DIRECTORS/LIMITATIONS

(a) At all times at which the Corporation shall take, or shall be required to take, any action in its capacity as General Partner of Borrower and until such time as all obligations (the "Loan") evidenced by a Promissory Note entered by Borrower and made payable to Goldman Sachs Bank USA, a New York State-Chartered Bank (together with its successors and assigns, "Lender") and a Loan Agreement entered by the Borrower and Lender (as amended, the "Loan Agreement") and secured by the lien on the Property evidenced by an Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing filed in the public records of Miami-Dade County, Florida for the benefit of Lender (the "Security Instrument") have been paid in full, the Corporation shall have at least one (1) "Independent Director."

(b) An "Independent Director" means a natural person who is provided by CT Corporation, Corporation Service Company, Delaware Trust, National Registered Agents, Inc., Wilmington Trust Company, Stewart Management Company, Lord Securities Corporation, Independent Member Services, LLC or, if none of those companies is then providing professional independent directors or managers, another nationally recognized company reasonably approved by Lender, in each case that is not an affiliate of Borrower and that provides professional independent directors or managers and other corporate services in the ordinary course of its business, and which individual is duly appointed elected by the directors of the Corporation as an Independent Director of the Corporation and who is not at the time of appointment or at any time while serving as an Independent Director and has not been at any time:

(i) a direct or indirect legal or beneficial owner of the Corporation, Borrower, or any of their respective Affiliates;

(ii) a creditor, supplier, employee, officer, director, manager, contractor or service provider of the Corporation, Borrower, or any of their respective Affiliates;

(iii) a Family Member of any of the Persons described in items (i) or (ii) above;
or

(iv) a person who Controls (whether directly, indirectly, or otherwise) the Corporation, Borrower, or any of their respective Affiliates or Family Members, or any creditor, supplier, employee, officer, director, manager, contractor or service provider of the Corporation, Borrower, or any of their respective Affiliates.

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A natural person who otherwise satisfies the definition of "Independent Director" but for clause (ii) shall not be disqualified from serving as an Independent Director of the Corporation if such individual is an independent director, Independent Director or non-economic member provided by a nationally-recognized company that provides professional independent directors, Independent Directors and non-economic members and that also provides other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the definition of "Independent Director" except for being the independent director, manager or non-economic member of an Affiliate of the Corporation, shall not be disqualified from serving as an Independent Director of the Corporation because such individual is at the time of initial appointment, or at any time while serving as an Independent Director of the Corporation, an independent director, independent manager or non-economic member of a "special purpose entity" that is an Affiliate of the Corporation (other than an Affiliate of the Corporation that is an obligor of any subordinate financing permitted under the Security Instrument), but only if such individual is an independent director, independent manager or non-economic member provided by a nationally-recognized company that provides professional independent directors, independent managers or non-economic members and provided that the fees that such natural person earns from serving as an independent director, independent manager or non-economic member of an Affiliate of Borrower or the Corporation in any given year constitute in the aggregate less than five percent of such natural person's annual income for that year. For purposes of this paragraph, a "special purpose entity" is an entity whose organizational documents contain restrictions on its activities and impose requirements intended to preserve the entity's separateness that are substantially similar to those of the Corporation or Borrower, as applicable, and provide, inter alia, that it: (A) is organized for the limited purpose of owning and operating one or more properties (or being the general partner or a member or manager of such an entity); (B) has restrictions on its ability to incur indebtedness, dissolve, liquidate, consolidate, merge and/or sell assets; (C) may not file voluntarily a bankruptcy petition (on its own behalf or on behalf of the borrower of which it is the general partner or member, if applicable) without the consent of the independent directors or independent managers, and (D) shall conduct itself (and cause the borrower of which it is the general partner, manager or member, if applicable, to conduct itself) in accordance with certain "separateness covenants," including, but not limited to, the maintenance of its (and such borrower's) books, records, bank accounts and assets separate from those of any other Person.

(c) "Affiliate" means, 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.

(d) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(e) "Person" means any individual, partnership, corporation, trust, limited liability company, or other legal entity.

(f) "Family Member" means a spouse, sibling, child, grandchild, aunt, uncle, niece, nephew, cousin or other lineal descendant of the individual in question.

(g) No Independent Director shall be removed by Corporation without Cause. The term "Cause" means with respect to an Independent Director, (i) acts or omissions have been committed

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by such Independent Director that constitute systematic and persistent or willful disregard of such Independent Director's duties, (ii) such Independent Director has been indicted or convicted for, any crime or crimes of moral turpitude or dishonesty or for any violation of any Legal Requirements, (iii) such Independent Director no longer satisfies the requirements set forth in the definition of "Independent Director", (iv) the fees charged for the services of such Independent Director are materially in excess of the fees charged by the other providers of Independent Directors listed in the definition of "Independent Director" or (v) any other reason for which the prior written consent of Lender shall have been obtained, which consent shall not be unreasonably withheld or delayed. In addition, no Independent Director may be removed unless his or her successor has been elected and without the Corporation providing at least two (2) business days' advance written notice thereof to Lender and any Rating Agencies (as defined in the Loan Agreement).

(h) Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the prior unanimous written consent of its Stockholders and the Board of Directors (including the Independent Director), do any of the following:

(i) engage in any business or activity other than those set forth in Article VII or cause or allow the Borrower to engage in any business or activity other than as set forth in the Borrower's Agreement;

(ii) incur any indebtedness or assume or guaranty any indebtedness of any Person, other than the Loan and indebtedness permitted by and subject to the terms and restrictions set forth in the Loan Agreement;

(iii) cause the Borrower to incur any indebtedness or to assume or guaranty any indebtedness of any Person, other than the Loan and indebtedness permitted by and subject to the terms and restrictions set forth in the Loan Agreement;

(iv) dissolve, wind-up or liquidate, in whole or in part, the Corporation;

(v) cause or consent to the dissolution, winding-up or liquidation, in whole or in part, of the Borrower;

(vi) consolidate, combine or merge with or into any other Person or convey or transfer or lease its property and assets substantially as an entirety to any Person;

(vii) cause the Borrower to consolidate, combine or merge with or into any Person or to convey or transfer or lease its Property and assets substantially as an entirety to any Person;

(viii) with respect to the Corporation or the Borrower, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or the Borrower, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or the Borrower or a substantial part of the property of the Corporation or the

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Borrower, or make any assignment for the benefit of creditors, or admit in writing the Corporation's inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;

(ix) amend Articles VII, VIII, IX, X, or XIII of the Amended and Restated Articles of Incorporation of the Corporation or approve an amendment to Sections 1.01, 2.03, 5.04(c), 7.09, 12.07, and Articles III and XXI of the Borrower's Agreement; or

(x) withdraw as the General Partner of the Borrower.

So long as any obligations secured by the Security Instrument remain outstanding and not paid in full, the Corporation shall have no authority to take, and shall not take, any action in items (i) through (vii), (ix) or (x) above without (1) the prior written consent of the holder of the Security Instrument and, (2) after any Securitization (as defined in the Loan Agreement) and if requested by the holder of the Security Instrument, confirmation from each of the Rating Agencies that such action will not result in the qualification, withdrawal or downgrade of any securities rating assigned in connection with the Loan. In addition, so long as any obligations secured by the Security Instrument remain outstanding and not paid in full, the Corporation shall have no authority to take, and shall not take, any action in items (iv) through (viii) above without the prior unanimous written consent of the Board of Directors (including the Independent Director)."

FOURTH: Article IX of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

"ARTICLE IX. SEPARATENESS/OPERATIONS MATTERS

Notwithstanding any provision hereof to the contrary, for so long as the Loan in favor of Lender shall exist on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth herein, the Corporation shall conduct its affairs in accordance with the following provisions:

(a) maintain books and records and bank accounts separate from those of any other person and cause the Borrower to maintain books and records and bank accounts separate from those of any other person;

(b) maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(c) cause the Borrower to maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such Borrower's assets;

(d) hold regular meetings of Board of Directors, as appropriate, to conduct the business of the Corporation, and observe all other legal formalities;

(e) cause the Borrower to hold regular Borrower meetings as required by Borrower's Agreement, as appropriate, to conduct the business of the Borrower and to observe all other Borrower formalities;

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(f) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(g) cause the Borrower to hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(h) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;

(i) cause the Borrower to prepare separate tax returns and financial statements for itself and not permit the assets of the Borrower to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then such that the Borrower will be shown as a separate member of such group;

(j) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;

(k) cause the Borrower to allocate and charge fairly and reasonably any common employee or overhead shared with affiliates of the Borrower;

(l) transact all business and cause the Borrower to transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements, the terms of which are intrinsically fair, commercially reasonable and are no less favorable than would be obtained in a comparable transaction with an unrelated third party;

(m) conduct business in its own name, and use separate stationery, invoices and checks;

(n) cause the Borrower to conduct business in its own name, to use its own separate stationery, invoices and checks;

(o) not commingle its assets or funds or those of the Borrower with those of any other person;

(p) not assume, guarantee or pay the debts or obligations of any other person or hold out its credit as being available to satisfy the obligations of others;

(q) not cause or allow the Borrower to assume, guaranty or pay the debts or obligations of any other person or hold out the credit of the Borrower as being available to satisfy the obligations of others;

(r) neither make any loans or advances to any person or entity nor hold evidence of indebtedness issued by any person or entity;

(s) neither cause the Borrower to make any loans or advances to any person or entity nor cause the Borrower to hold evidence of indebtedness issued by any person or entity;

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(t) timely pay all of its tax obligations and cause the Borrower to timely pay all of its tax obligations;

(u) pay its own liabilities only out of its own funds and cause the Borrower to pay its own liabilities only out of its own funds;

(v) not pledge its assets for the benefit of any other entity;

(w) cause the Borrower to not pledge its assets for the benefit of any other entity;

(x) pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the contemplated business operations;

(y) cause the Borrower to pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the Borrower's contemplated business operations;

(z) correct any known misunderstanding regarding its separate identity and cause the Borrower to correct any known misunderstanding regarding its separate identity;

(aa) not acquire any securities or obligations of its members, managers or any affiliate of the Corporation, the Borrower or both;

(bb) cause the Borrower to not acquire any securities or obligations of its Partners or any affiliate of the Borrower, the Corporation or both;

(cc) cause the officers, directors, managers, members and other representatives of the Corporation to act at all times with respect to the Corporation and Borrower consistent and in furtherance of the foregoing and in the best interests of the Corporation and Borrower while simultaneously considering the interests of its creditors;

(dd) maintain adequate capital in light of the Corporation's contemplated business purpose, transactions and liabilities and cause the Borrower to maintain adequate capital in light of the Borrower's contemplated business purpose, transactions and liabilities;

(ee) remain solvent and pay all of its debts and liabilities from its assets as they become due and cause the Borrower to remain solvent and pay all of its debts and liabilities from the Borrower's assets as they become due; and

(ff) not identify any of its members or any affiliate thereof as a division or part of the Corporation, and will not identify itself as a division or part of any other entity and will neither cause the Borrower to identify any of its partners or any affiliate thereof as a division or part of the Borrower, nor cause the Borrower to identify itself as a division or part of any other entity."

FIFTH: Article X of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

"ARTICLE X. SUBORDINATION OF INDEMNITIES

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All indemnification obligations of the Corporation are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Corporation if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations."

SIXTH: The Amended and Restated Articles of Incorporation of the Corporation are hereby amended and restated to delete Article XI in its entirety.

SEVENTH: The Amended and Restated Articles of Incorporation of the Corporation are hereby amended to add the following Article XIII as follows:

"ARTICLE XIII. THIRD PARTY BENEFICIARY

Lender is intended to be a third-party beneficiary of these Articles of Incorporation, as amended."

EIGHTH: The Amended and Restated Articles of Incorporation of the Corporation are hereby amended to add the following Article XIV as follows:

"ARTICLE XIV. DIRECTOR LIABILITY

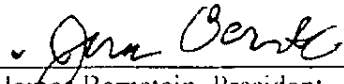
A director is not personally liable for monetary damages to the Corporation or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, by a director, unless: (a) The director breached or failed to perform his or her duties as a director; and (b) The director's breach of, or failure to perform, those duties constitutes: 1. A violation of the criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against a director in any criminal proceeding for a violation of the criminal law estops that director from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law; but does not stop the director from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful; 2. A transaction from which the director derived an improper personal benefit, either directly or indirectly; 3. A circumstance under which the liability provisions of s. 607.0834 are applicable; 4. In a proceeding by or in the right of the Corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful misconduct; or 5. In a proceeding by or in the right of someone other than the Corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

NINTH: The foregoing amendments were adopted effective April th15, 2025 by written consent of the shareholders and directors of the Corporation, in accordance with Sections 607.0821 and 607.0704 of the Florida Statutes, constituting a sufficient number of votes for the amendments to be approved.

IN WITNESS WHEREOF, the undersigned President has executed these Second Amendment to Amended and Restated Articles of Incorporation this th15 day of April, 2025.

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DADELAND CENTRE II, INC.,
a Florida corporation

By: 
James Bernstein, President

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