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CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Beach Plaza Corporation

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☐ Certificate of Good Standing

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☐ All Charter Documents to Include
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BEACH PLAZA CORPORATION

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CLERK OF STATE
TALLAHASSEE, FLORIDA

V49172
(Document Number of Corporation)

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: Article II relating to the business of the Corporation is deleted in its entirety and the following is substituted in its place:

A. The sole nature of the business and of the purposes to be conducted and promoted by the corporation is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the master leasehold interest (as tenant and sublandlord) at those certain parcels of real property, together with all improvements located thereon, in the City of New York, State of New York and known as 16 West 36th Street (such master leasehold interest being referred to as the "Property"). The corporation shall exercise all powers enumerated in the General Corporation Law of State of New York and/or the Florida Statutes Section 607 et seq. under necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

B. So long as the Property is encumbered by a mortgage held by Morgan Stanley Mortgage Capital Inc. or its successors and assigns (the "Morgan Stanley Mortgage") the following shall govern: Except as provided for in the Morgan Stanley Mortgage, the corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as the Morgan Stanley Mortgage lien exists on any portion of the Property, and except as provided for in the Morgan Stanley Mortgage, the corporation shall not incur, assume, or guaranty any other indebtedness. For so long as the Morgan Stanley Mortgage lien exists on any portion of the Property, the corporation shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity except as may be permitted by Article VIII of the Morgan Stanley Mortgage. For so long as the Morgan Stanley Mortgage lien exists on any portion of the Property,

the corporation shall not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute. For so long as the Morgan Stanley Mortgage exists on any portion of the Property, without first obtaining approval of the holder of the Morgan Stanley Mortgage, no material amendment to the certificate of incorporation or to the corporation's By-Laws which adversely affect the right of the holder of the Morgan Stanley Mortgage, including, but not limited to the rights set forth in this Article I may be made without first obtaining approval of the holder of the Morgan Stanley Mortgage.

C. So long as the Property is encumbered by the Morgan Stanley Mortgage, the following shall govern in order to preserve and ensure the corporation's separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

- (a) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
- (b) It shall maintain separate corporate records and books of account from those of its parent and any affiliate.
- (c) Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.
- (d) It shall not commingle assets with those of its parent and affiliates, if any.
- (e) It shall conduct its own business in its own name.
- (f) It shall maintain financial statements separate from its parent and affiliates, if any.
- (g) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or affiliate, if any.
- (h) It shall maintain an arm's length relationship with its parent and affiliates, if any.
- (i) It shall not guarantee or become obligated for the debts of any other entity, including its parent or affiliate, if any, or hold out its credit as being available to satisfy the obligations of others.
- (j) It shall use stationery, invoices and checks separate from its parent and affiliates, if any.
- (k) It shall not pledge its assets for the benefit of any other entity, including its parent and affiliates, if any.
- (l) It shall hold itself out as an entity separate from its parent and affiliates, if any.
- (m) To the extent not otherwise covered by the foregoing covenants, the company shall comply with the separateness covenants set forth at Section 4.2 of the Morgan Stanley Mortgage.

For purpose of this Article, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with

the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

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:

THIRD: The date of each amendment's adoption: October 22, 2003

FOURTH: Adoption of Amendment(s)

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) 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 _____."

- ☐ The amendment(s) was/were adopted by the board of directors without shareholders 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.

Signed this 27 day of October, 2003

Signature: _____

Ron Beit / sec.