

P04000161567

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PICK-UP WAIT MAIL

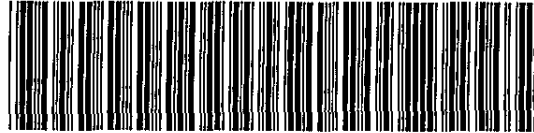
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/06/04--01009--010 **\$2.50

FILED
04 DEC -6 AM 10:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
04 DEC -6 AM 10:23
DIVISION OF CORPORATIONS

Amend.

O. Gonzalez DEC 06 2004



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December 6, 2004

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

Dan Prado Management Corp.

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<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

Dan Prado Management Corp.

(Name of corporation as currently filed with the Florida Dept. of State)

P04000161567

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

The Attachment to the Articles of Incorporation of Dan Prado Management Corp. is hereby

amended in it's entirety and is replaced by the attached Amended Attachment to the Articles of

Incorporation of Dan Prado Management Corp.

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(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

The date of each amendment(s) adoption: 12/2/04

Effective date if applicable: _____
(no more than 90 days after amendment file date)

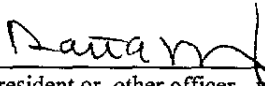
Adoption of Amendment(s) **(CHECK ONE)**

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

- The amendment(s) was/were adopted by the board of directors without shareholder 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 _____ day of December, 2004.

Signature 
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Daniel Massry
(Typed or printed name of person signing)

President
(Title of person signing)

FILING FEE: \$35

**AMENDED ATTACHMENT TO THE
ARTICLES OF INCORPORATION
OF
DAN PRADO MANAGEMENT CORP.**

1. **ADDENDUM TO ARTICLE II – PURPOSE OF CORPORATION:**

Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers Dan Prado Management Corp. (the "Corporation"), the following provisions of this Article shall be operative and controlling so long as the loan (the "Loan") by U.S. Bank National Association, as Trustee for J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgaged Pass-Through Certificate Series 2003-LN1 or its successors and/or assigns (collectively, the "Lender") to Prado Acquisition LLC, a Delaware limited liability company (the "Company") is outstanding:

The sole purpose for which the Corporation is organized is to acquire, manage, own, and act as the Managing Member of Prado Manager, LLC, a Florida limited liability company (the "GP"), which is the Managing Member of the Company, the sole purpose of the Company being to acquire, own, hold, maintain and operate the retail shopping center commonly known as Prado Shopping Center, Bonita Springs, Lee County, Florida (the "Property"), together with such other activities as may be necessary or advisable in connection with such limited purpose. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to the foregoing purpose and shall not acquire any real property or own assets other than those in furtherance of the limited purposes of the Corporation.

The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between the Company and the Lender or the Corporation and the Lender.

The Corporation shall not:

(a) engage in any business or activity other than in connection with acting as the Managing Member of GP, and activities incidental thereto;

(b) acquire or own any material assets other than (i) in connection with acting as the Managing Member of GP, and (ii) such incidental personal property as may be necessary for the Corporation to act as the Managing Member of GP;

(c) merge into or consolidate with any person or entity 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, without in each case Lender's consent, which consent shall not be unreasonably withheld or delayed;

(d) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of Corporation to perform its obligations hereunder, under the note evidencing the Loan or under the Documents evidencing and securing the Loan (the "Loan Documents");

(e) own any subsidiary or make any investment in, any person or entity without the consent of Lender, which consent shall not be unreasonably withheld or delayed;

(f) commingle its assets with the assets of any of its shareholders, affiliates, principals or of any other person or entity;

(g) incur any debt, including debt owing to any of its shareholders, affiliates, principals or any other person, and whether secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt and any guaranties entered into pursuant to the Loan Documents, except with respect to trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt is paid within sixty (60) days of when incurred;;

(h) become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due (other than due to a lack of distributions received by the Corporation in connection with a loss of rental income from the Property);

(i) fail to maintain its records, books of account and bank accounts separate and apart from those of the principals and affiliates of Corporation, and any other person or entity;

(j) enter into any contract or agreement with any principal or affiliate of Corporation, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, principal or affiliate of Corporation;

(k) seek the dissolution or winding up in whole, or in part, of Corporation;

(l) 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 shareholder, principal or affiliate of Corporation, or any shareholder, principal or affiliate thereof or any other person;

(m) hold itself out to be responsible for the debts of another person, or guaranty or give its indemnity respecting the obligations of any other person or entity;

(n) make any loans or advances to any third party, including any shareholder, principal or affiliate of Corporation, or any shareholder, principal or affiliate thereof;

(o) fail to file its own tax returns;

(p) agree to, enter into or consummate any transaction which would render Corporation unable to furnish evidence that (i) Corporation is not an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or other retirement arrangement, which is subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (ii) Corporation is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans; and (iii) one or more of the following circumstances is true: (A) equity interests in Corporation are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2); (B) less than 25% of each outstanding class of equity interests in Corporation are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.0-101(f)(2); or (C) Corporation qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. Section 2510.3-101(c) or (e) or an investment company registered under The Investment Company Act of 1940.

(q) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that Corporation is responsible for the debts of any third party (including any shareholder, principal or affiliate of Corporation, or any shareholder, principal or affiliate thereof);

(r) fail to maintain adequate capital (other than from a lack of distributions received by the Corporation in connection with a loss of rental income from the Property) for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; or

(s) file or consent to the filing of any petition, either voluntary or involuntary (except if caused by Lender), to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

2. **ADDENDUM TO ARTICLE V: DIRECTORS**

At all times there shall be, and Corporation shall cause there to be, at least one duly appointed member of the board of directors (an "Independent Director") reasonably satisfactory to Lender whom is not at the time of such individual's initial 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, manager, member, employee, attorney or counsel of, the Company, the GP or Corporation or any of their respective shareholders, partners, members, subsidiaries or affiliates; (ii) a customer or creditor of, or supplier to, the Company or any of its respective shareholders, partners, members, subsidiaries or affiliates who derives any of its purchases or revenue from its activities with the Company, the GP or the Corporation or any affiliate of any of them; (iii) a person who controls or is under common control with any such shareholder, officer, director, partner, manager, member, employee, supplier, creditor or customer; or (iv) a member of the immediate family of any such shareholder, officer, director, partner, manager, member, employee, supplier, creditor or customer.

The board of directors of the Corporation shall not take any action which, under the terms of any certificate of incorporation, by-laws or any voting trust agreement with respect to any common stock, requires an 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. The Corporation will not, without the unanimous written consent of its board of directors including the Independent Director, on behalf of itself, the GP or the Company, (i) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Creditors Rights Laws (as hereinafter defined); (ii) seek or consent to the appointment of a receiver, liquidator or any similar official; (iii) take any action that might cause such entity to become insolvent; or (iv) make an assignment for the benefit of creditors. "Creditors Rights Law" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to debts or debtors.