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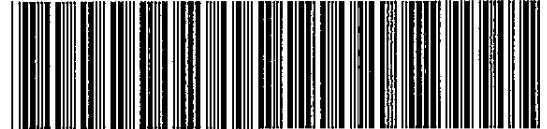
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Amend

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TALLAHASSEE, FLORIDA

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NOV 26 PM 12:51
STATE
CORPORATIONS
TALLAHASSEE, FLORIDA

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12/1/03



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 338635 82570A

AUTHORIZATION : *Patricia Pigute*

COST LIMIT : \$ 43.75

ORDER DATE : November 26, 2003

ORDER TIME : 11:51 AM

ORDER NO. : 338635-010

CUSTOMER NO: 82570A

CUSTOMER: Wilson B. Greateon, Jr.
Greateon And Greateon
P. O. Box 39238

Fort Lauderdale, FL 33339-9238

DOMESTIC AMENDMENT FILING

NAME: PWGP, 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: Sara Lea -- EXT# 1114

EXAMINER'S INITIALS: _____

**FIRST AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PWGP, INC.,
A FLORIDA CORPORATION**

**FILED
03 NOV 26 PM 3:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

The undersigned, desiring to amend the Articles of Incorporation of PWGP, INC., a Florida corporation, filed with the Secretary of State, State of Florida, on July 11, 1994, does hereby certify as follows:

FIRST:

Article IV, PURPOSE, is amended to read as follows:

"ARTICLE IV

PURPOSE

The Corporation is organized for the purpose of transacting any and all lawful business for which corporations may be incorporated under the laws of the State of Florida, and shall further conduct itself as a bankruptcy remote, special purpose entity in accordance with the following provisions:

A. Purpose. Notwithstanding any provision hereof to the contrary, the following shall govern:

i. The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the activity of acting as General Partner of PROMENADE WEST, LTD., a Florida limited partnership (the "Partnership"), whose purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain commercial real estate known as "Promenade West Shopping Center" located in Broward County, Florida (the "Property"), located at 2205 - 2375 South University Drive, Davie, Florida 33324, legally described as follows:

Parcel A, of PROMENADE WEST PLAT, a
subdivision according to the map or plat thereof,
recorded in Plat Book 117, Page 19, of the Public
Records of Broward County, Florida.

ii. The Corporation shall exercise all powers enumerated in Chapter 607, Florida Statutes, "Florida Business Corporation Act," which are necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

B. Prohibited activities. Notwithstanding any provision hereof to the contrary, the following shall govern: The Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Corporation shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness. For so long as the Partnership remains mortgagor of the Property, the Corporation shall not cause the Partnership to dissolve. The Corporation shall not and shall not cause the Partnership to consolidate or merge with or into any other entity or convey or transfer its Property and assets substantially as an entirety to any entity unless (i) the entity (if other than the Corporation or Partnership) formed or surviving such consolidation or merger or that acquired by any conveyance or transfer the property and assets of the Corporation or Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article IV, Paragraphs B and D; and (c) shall expressly assume the due and punctual performance of the Corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Corporation or the Partnership and be continuing. For so long as a mortgage lien exists on the Property, the Corporation shall not voluntarily commence a case with respect to itself or cause the Partnership to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors. For so long as a mortgage lien exists on the Property, no material amendment to this Certificate of Incorporation or to the Corporation's By-Laws nor to the Partnership Agreement of the Partnership may be made without first obtaining approval of the mortgagees holding first mortgages on the Property.

C. Indemnification. Notwithstanding any provision hereof to the contrary, the following shall govern: Any Indemnification shall be fully subordinated to any obligations respecting the Partnership or the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

D. Separateness Covenants. Notwithstanding any provision hereof to the contrary, the following shall govern: For long as any mortgage lien exists on the Property, in order to preserve and ensure its 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:

i. 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.

ii. It shall maintain separate corporate records and books of account from those of its parent and any affiliate.

iii. 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.

iv. It shall not commingle assets with those of its parent or any affiliate.

v. It shall conduct its own business in its own name.

vi. It shall maintain financial statements separate from its parent and any affiliate.

vii. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate.

viii. It shall maintain an arm's length relationship with its parent and any affiliate.

ix. It shall not guarantee or, except to the extent of its liability for the debt secured by such mortgage lien, become obligated for the debts of any other entity, including its parent or any affiliate, or hold out its credit as being available to satisfy the obligations of others.

x. It shall use stationery, invoices and checks separate from its parent and any affiliate.

xi. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.

xii. It shall hold itself out as an entity separate from its parent and any affiliate.

For purposes of this Article IV, Paragraph D, 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 organizations, or government or any agency or political subdivision thereof."

SECOND:

This Amendment to Articles of Incorporation does not provide for an exchange, reclassification, or cancellation of issued shares.

THIRD:

This Amendment to Articles of Incorporation shall be effective as of the time of its filing with the Florida Department of State.

FOURTH:

The Amendment to Articles of Incorporation was adopted by Written Action of the sole shareholder and board approval was not required.

Executed this 21 day of November, 2003.

PWGP, INC., a Florida corporation

By: Wilson B. Greaton, Jr.

WILSON B. GREATON, JR., President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of November, 2003, by WILSON B. GREATON, JR., President of PWGP, INC., a Florida corporation, on behalf of the Corporation, who is personally known to me and who did not take an oath.

Sandra K. Grau

SANDRA K. GRAU

Notary Public - State of Florida at Large

My Commission Expires:



Sandra K. Grau
Commission #DD142902
Expires: Sep 23, 2006
Bonded Thru
Atlantic Bonding Co., Inc.