

P95000093805



ACCOUNT NO. : 072100000032
REFERENCE : 911950 10915A
AUTHORIZATION : Patricia Pzyut
COST LIMIT : \$ 87.50

ORDER DATE : July 31, 1998
ORDER TIME : 11:18 AM
ORDER NO. : 911950-005
CUSTOMER NO: 10915A

CUSTOMER: Elizabeth Tobin, Legal Asst
Walker, Koegler & Dillingham
217 Ponte Vedra Park Drive
Suite 200
Ponte Vedra Bea, FL 32082

FILED
98 JUL 31 PM 12:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Amend

400002604374--1

DOMESTIC AMENDMENT FILING

NAME: 1000 ASSOCIATES, 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: Tamara Odom

EXAMINER'S INITIALS:

RECEIVED
98 JUL 31 PM 12:12
DIVISION OF CORPORATION
10/11
8/2/98

**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
1000 ASSOCIATES, INC.**

98
JUL 31 11 22 AM '98
FILED
TALLAHASSEE
SECRETARY OF STATE

1000 ASSOCIATES, INC., a Florida corporation, by the hand of its President and under the provisions of the Florida Statutes (1997), hereby certifies that all of the Shareholders entitled to vote have unanimously adopted the following amendments to the Articles of Incorporation filed on December 11, 1995. The date of adoption of the following amendments was July 30, 1998.

1. **Article II is deleted in its entirety and the following language inserted:**

Article II - Purpose

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 the limited partner of 1995 Atlantic Center Associates, Ltd., (the "Limited Partnership") whose purpose is to acquire from Hialeah CT Venture, that certain parcel of real property described as Lots 1, 2, 3, 4, 18, 19, 20, 21, 22, 23 and 24, Block 1, of East Hialeah, according to the Plat thereof as recorded in Plat Book 8, at Page 29, of the Public Records of Dade County, Florida, together with all improvements thereon, (the "Property") and to own, hold, sell assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in Chapter 607 of the Florida Statutes (1997) necessary or convenient to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

2. **Article III is deleted in its entirety and the following language inserted:**

Article III - Limitations

The Corporation shall only incur or cause the Limited Partnership to incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien (the "First Mortgage") in favor of First Union National Bank or its successors or assigns ("First Union") exists on any portion of the Property, the Corporation shall not and shall not cause the Limited Partnership to incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the Corporation shall not and shall not cause the Limited Partnership to dissolve or liquidate or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety to any entity. For so long as the First Mortgage exists on any portion of the Property, the Corporation shall not voluntarily commence a case with respect to itself and shall not cause the Limited Partnership to voluntarily commence a case with respect to itself, as a 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 the First Mortgage exists on any portion of the Property, (i) no material amendment to these Articles of Incorporation nor the

Corporation's Bylaws nor to the Agreement of Limited Partnership may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property and (ii) in the event the existence of the Limited Partnership is not continued, the Corporation shall not cause the Limited Partnership to liquidate the Property.

3. Article IV is deleted in its entirety and the following language inserted:

Article IV - Separateness/Operations Matters

For so long as the First Mortgage exists 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 in the Articles of Incorporation, as amended, 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 that of any of its members or affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- b. It shall maintain corporate records and books of account separate 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. The board of directors shall include at least one individual who is an Independent Director. As used herein, an "Independent Director" shall be an individual who: (i) is not and has not been employed by the corporation or any of its respective subsidiaries or affiliates as a director, officer or employee within the five years immediately prior to such individual's appointment as an Independent Director, (ii) is not (and is not affiliated with a company or firm that is) a significant advisor or consultant of the corporation or any of its subsidiaries or affiliates, (iii) is not affiliated with a significant customer or supplier of the corporation or any of its subsidiaries or affiliates; (iv) is not affiliated with a company of which the corporation or any of its subsidiaries or affiliates is a significant customer or supplier; (v) does not have significant personal service contract(s) with the corporation or any of its subsidiaries or affiliates; (vi) is not affiliated with a tax exempt entity that receives significant contributions from the corporation or any of its subsidiaries or affiliates; (vii) is not a beneficial owner at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as Independent Director, of such number of shares of any classes of common stock of the corporation the value of which constitutes more than 5% of the outstanding common stock of the corporation; and (viii) is not a spouse, parent, sibling, or child of any person described by (i) through (vii).
- d. It shall observe all corporate formalities.

- e. It shall not commingle assets with those of its parent and any affiliate.
- f. It shall conduct its own business in its own name.
- g. It shall maintain financial statements separate from its parent and any affiliate.
- h. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent and any affiliate.
- i. It shall maintain an arm's length relationship with its parent and any affiliate.
- j. It shall not guarantee or become obligated for the debts of any other entity, including its parent and any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- k. It shall use stationery, invoices and checks separate from its parent and any affiliate.
- l. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.
- m. It shall hold itself out as an entity separate from its parent and any affiliate.
- n. For purposes of this Article IV, 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 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.

4. The following language shall be added at the end of the Articles of Incorporation as Article XIII:

Article XIII- Indemnification

Any indemnification of the corporation's Directors and officers shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.


1000 ASSOCIATES, INC.

By: 
Paul S. Ferber, President

STATE OF FLORIDA)

COUNTY OF ST. JOHNS)

The foregoing Certificate of Amendment was acknowledged before me this 30th day of July, 1998, by Paul S. Ferber, who is the President of 1000 Associates, Inc. who is personally known to me or who has produced _____ as identification, and who acknowledged that he signed such instrument of his own free will.


Notary Public, State of Florida at Large
Notary's Stamped or Printed Name:
My commission expires: