

**F06000006872**

**Florida Department of State  
Division of Corporations  
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TALLAHASSEE, FLORIDA

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN**

**ALLIANCE PW GP, INC.**

Certificate of Status	0
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DIVISION OF CORPORATIONS

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**PROFIT CORPORATION**  
**APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO**  
**APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**  
 (Pursuant to s. 607.1004, F.S.)

**SECTION I**  
**(1-3 MUST BE COMPLETED)**

F06000006872

(Document number of corporation (if known)).

1. Alliance PW GP, Inc.  
 (Name of corporation as it appears on the records of the Department of State)
2. Delaware  
 (Incorporated under laws of)
3. 11/1/06  
 (Date authorized to do business in Florida)

**SECTION II**  
**(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)**

4. If the amendment changes the name of the corporation, when was the change effected under the laws of the jurisdiction of incorporation? 11/1/06
5. LB PW GP, Inc.  
 (Name of corporation after the amendment, using either "corporation," "company," or "association," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

(Signature of a director, president or other officer - If in the hands of a resolver or other court appointed liquidator or that fiduciary)

David Brundage  
 (Typed or printed name of person signing)

David Brundage  
 (Title of person signing)

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 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

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# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "LB PW GP, INC." AS RECEIVED AND FILED IN THIS OFFICE.

**THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:**

CERTIFICATE OF INCORPORATION, FILED THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2006, AT 6:49 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ALLIANCE PW GP, INC." TO "LB PW GP, INC.", FILED THE EIGHTH DAY OF NOVEMBER, A.D. 2006, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "LB PW GP, INC."

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070350873



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 5530857

DATE: 03-22-07

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State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 07:47 PM 10/31/2006  
FILED 06:49 PM 10/31/2006  
SRV 061001109 - 4244108 FILE

STATE OF DELAWARE  
CERTIFICATE OF INCORPORATION

- First:** The name of the Corporation is Alliance PW GP, Inc.
- Second:** Its registered office in the State of Delaware is to be located at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The Registered Agent in charge thereof is The Corporation Trust Company.
- Third:** The purpose of the Corporation is limited solely to (i) being the general partner of Alliance PW Limited Partnership (the "Partnership"), (ii) acting as, and exercising all of the authority of, the general partner of the Partnership, and (iii) transacting any lawful act or activity for which corporations may be organized under the general corporation law of Delaware that is incident, necessary, and appropriate to accomplish the foregoing.
- Fourth:** The amount of the total authorized capital stock of this corporation is:  
1,000 shares having no par value.
- Fifth:** The name and mailing address of the incorporator are as follows:  
Name: Kenneth A. Kosky, Ltd.  
Mailing Address: 135 Revere Drive  
Northbrook, IL 60062
- Sixth:** Special Provisions - See Exhibit "A" attached hereto.

I, the Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation (the "Certificate"), and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 31st day of October, A.D. 2006.

BY:

  
(Incorporator)

NAME:

Kenneth A. Kosky, President of  
Kenneth A. Kosky, Ltd.

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**EXHIBIT "A"**  
**TO CERTIFICATE OF INCORPORATION OF**  
**ALLIANCE PW GP, INC.**

**Article Sixth:**

**SECTION 1. Provisions Controlling.** Until such time as the Mortgage Loan and Mezzanine Loan are repaid in full and all of the obligations of the Corporation with respect thereto are satisfied, the provisions of this Article Sixth shall apply, and in the event of a conflict between the provisions of this Article Sixth and any other provisions of this Certificate, the provisions of this Article Sixth shall control. Upon the repayment in full of the Mortgage Loan and Mezzanine Loan and the satisfaction of the obligations of the Corporation with respect thereto, the provisions of this Article Sixth shall terminate and be of no further force and effect. Initially-capitalized terms used in this Article Sixth and not otherwise defined in this Certificate shall have the meanings ascribed to such terms in that certain Loan Agreement dated in November of 2006 between Alliance PW Limited Partnership and Column Financial, Inc.

**Section 2.** Until such time as the Mortgage Loan and Mezzanine Loan are repaid in full and the obligations of the Corporation with respect thereto are satisfied, unless the Lender otherwise agrees, the Corporation:

- i. is organized solely for the purposes set forth in Article Third of the Certificate;
- ii. is not engaged and will not engage in any business unrelated to the purposes set forth in Article Third of the Certificate;
- iii. does not have and will not have any assets other than those related to the Equity Interests;
- iv. has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of corporate interests or amendment of its certificate of incorporation or by-laws;
- v. is organized under the laws of the State of Delaware, has at least two (2) Independent Directors, has not caused or allowed, and will not cause or allow, its board to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of its board unless two (2) Independent Directors shall have participated in such vote;
- vi. Notwithstanding any other provision of the Certificate or the By-Laws of the Corporation and any provision of law that otherwise so empowers the Corporation, the Shareholder, Directors, any Officer or any other Person, neither the Shareholder, Directors nor any Officer nor any other Person shall be authorized or empowered, nor shall they permit the Corporation, without the prior unanimous written consent of the Shareholder and all Directors

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(including all Independent Directors), to take any Material Action, provided, however, that the Corporation and Shareholder may not vote on, or authorize the taking of, any Material Action, unless there are at least two Independent Directors then serving in such capacity;

vii. will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due provided the entity has sufficient cash flow available to do so and will take all steps a reasonable business of its size and character would take to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

viii. has not failed and will not fail to correct any known material misunderstanding regarding the separate identity of such entity;

ix. has maintained and will maintain its accounts, books and records separate from any other Person and will file its own tax returns, except to the extent that it is required to file consolidated tax returns by law or if otherwise permitted to file a consolidated tax return, its assets and liabilities are clearly and distinctly denoted as separate from those of all other Persons of such consolidated tax return;

x. has maintained and will maintain its own records, books, resolutions and agreements;

xi. other than as provided in the cash management agreements in connection with the Loan Documents, (a) has not commingled and will not commingle its funds or assets with those of any other Person and (b) has not participated and will not participate in any cash management system with any other Person;

xii. has held and will hold its assets in its own name;

xiii. has conducted and will conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of the Corporation, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Subsection (xxvii) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

xiv. has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

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xv. has paid and will pay its own liabilities and expenses, including the salaries of its own employees, if any, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

xvi. has observed and will observe all corporate formalities;

xvii. has and will have no indebtedness except the Loan;

xviii. has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

xix. has not (except as permitted under the Certificate) and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;

xx. has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

xxi. maintains and uses and will maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by the Corporation or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being the Corporation's agent;

xxii. except as permitted under the Loan Documents, has not pledged and will not pledge its assets to secure the obligations of any other Person;

xxiii. has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Corporation and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Subsection (xxvii) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Borrower;

xxiv. has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

xxv. has not made and will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than as permitted under the Loan Documents);

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xxvi. has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

xxvii. has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except (A) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party and (B) in connection with the Certificate;

xxviii. has not and will not have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Loans and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Loans is insufficient to pay such obligation;

xxix. the Corporation shall consider the interests of its creditors in connection with all corporate actions;

xxx. does not and will not have any of its obligations guaranteed by any Affiliate except to Lender as required under the Certificate and the other Loan Documents;

xxxi. has complied and will comply with all of the terms and provisions contained in its organizational documents.

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**CERTIFICATE OF AMENDMENT  
TO THE CERTIFICATE OF INCORPORATION  
OF  
ALLIANCE PW GP, INC.  
FILED IN THE OFFICE OF THE SECRETARY OF STATE  
OF DELAWARE ON OCTOBER 31, 2006**

**Alliance PW GP, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,**

**DOES HEREBY CERTIFY:**

1. The name of the Corporation is Alliance PW GP, Inc.
2. That a Certificate of Incorporation was filed by the Corporation with the Secretary of State on October 31, 2006.
3. Article First of the Certificate of Incorporation shall be deleted in its entirety and replaced with the following: The name of the Corporation is LB PW GP, Inc.

**IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Incorporation on this 8th day of November, 2006.**

**ALLIANCE PW GP, INC., a Delaware Corporation**

By:

  
**Andrew W. Schor, President**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:33 PM 11/08/2006  
FILED 01:35 PM 11/08/2006  
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