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August 23, 2005

Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

RE: Trademark Realty, Inc.

Gentlemen:

Please file the enclosed Articles of Amendment to the Articles of Incorporation of Trademark Realty, Inc. and provide this office with confirmation of the filing. Our check in the amount of \$35.00 is enclosed representing the filing fee.

Very truly yours,


Betty Russell Buffum
Real Estate Specialist

/brb
Enclosure

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
TRADEMARK REALTY, INC.

DOCUMENT NO. H82269

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendment to its Articles of Incorporation:

Paragraph II, "NATURE OF BUSINESS", is hereby amended and replaced in its entirety with the following provision:

The sole purpose of this corporation ("**Special Purpose Entity**") shall be the ownership, operation, management and maintenance of Trademark Plaza, located at the City of Margate, County of Broward, State of Florida ("**Property**"), and this Special Purpose Entity shall be restricted and/or required, and hereby covenants and agrees, as follows:

1. not to engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities ancillary thereto;
2. not to acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary or appropriate for the operation of the Property;
3. not to incur any debt other than (i) the indebtedness held by the "**Holders**" (as defined below) secured by the Property ("**Mortgage Indebtedness**"), and (ii) liabilities incurred by this Special Purpose Entity in the ordinary course of business relating to the ownership and operation of the Property except for that certain loan from shareholder which balance was \$48,223 on December 31, 2004;
4. not to 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, while the Mortgage Indebtedness is outstanding without in each case the consent of any and all holders of the Mortgage Indebtedness ("**Holders**");
5. to preserve its existence as an entity duly organized and validly existing under the laws of State of Florida and, without the prior written consent of the Holders, not to amend, modify, terminate or fail to comply with the provisions of the "**Organizational Documents**" (as defined below) of this Special Purpose Entity, as the same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would materially adversely affect the ability of this Special Purpose Entity to perform its obligations hereunder, under the note or under the

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other loan documents (collectively "**Loan Documents**") which relate to and/or evidence the Mortgage Indebtedness. For purposes of this provision, the "**Organizational Documents**" of this Special Purpose Entity shall mean all documents evidencing and/or relating to the formation of this corporation and the continued existence and good standing of this corporation;

6. not own any subsidiary or make any investment in, any person or entity without the consent of the Holders.

This Special Purpose Entity shall be further restricted and/or required, and further covenants and agrees, as follows: (a) to maintain books and records separate from any other person or entity; (b) to maintain its accounts separate from any other person or entity; (c) not to commingle assets with those of any other entity; (d) to conduct its own business in its own name; (e) to maintain financial statements separate from any other person or entity; (f) to pay its own liabilities out of its own funds; (g) to observe all corporation formalities; (h) to maintain an arm's-length relationship with its officers, directors and shareholders and any affiliates; (i) to pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations; (j) not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others; (k) not to acquire obligations or securities of its shareholders; (l) to allocate fairly and reasonably any overhead for shared office space; (m) to use separate stationery, invoices, and checks; (n) not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity; (o) to hold itself out as a separate entity; (p) to correct any known misunderstanding regarding its separate identity; and (q) to maintain adequate capital in light of its contemplated business operations.

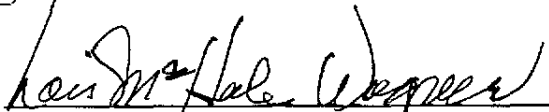
The unanimous consent of all of the directors of the Special Purpose Entity shall be required to: (a) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (b) dissolve, liquidate, consolidate, merger, or sell all or substantially all of the assets of this corporation; (c) engage in any other business activity; or (d) amend the Organizational Documents of this Special Purpose Entity.

To the maximum extent permitted by law, upon the occurrence of any event which will terminate this Special Purpose Entity (as may be provided in the Organizational Documents of this Special Purpose Entity), a vote of the majority of the remaining directors shall be sufficient to continue the life of this Special Purpose Entity. In the event a majority vote to continue the life of this Special Purpose Entity is not obtained, no asset of this Special Purpose Entity that is collateral or that secures the Mortgage Indebtedness may be sold, transferred, conveyed, liquidated or otherwise disposed of (except as permitted under the Loan Documents) without the consent of the Holders. The Holders may continue to exercise all of their rights under the Loan Documents and shall be entitled to retain the collateral until the Mortgage Indebtedness has been paid in full or otherwise discharged.

To the extent that there is any conflict between the terms of this Amendment and the terms of the original Articles of Incorporation, the terms of this Amendment shall prevail.

This Amendment was approved by the shareholders. The number of votes cast for the amendment by the shareholders was sufficient for approval.

The date of Amendment approval: July 28, 2005


Lois McHale Wagner, President