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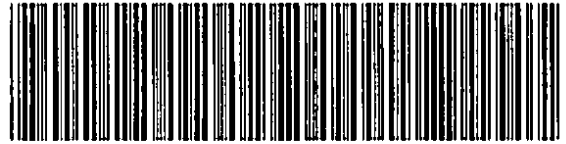
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: The Tower Residences Condominium Association of Coconut Grove, Inc.

DOCUMENT NUMBER: N01000007076

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

L. CHERE TRIGG

(Name of Contact Person)

SIEGFRIED RIVERA

(Firm/ Company)

201 ALHAMBRA CIRCLE, 11TH FLOOR

(Address)

CORAL GABLES, FL 33134

(City/ State and Zip Code)

LCTRIGG@SIEGFRIEDRIVERA.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

L. CHERE TRIGG

305

442-3334 EXT 433

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

The Tower Residences Condominium Association of Coconut Grove, Inc.

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

N01000007076

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation. Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

SEE AMENDMENT TO ARTICLE 11 OF THE ARTICLES OF INCORPORATION ATTACHED
HERETO AS EXHIBIT "A"

The date of each amendment(s) adoption: AUGUST 4, 2022, if other than the date this document was signed.

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

8.11.2022

Signature

W. D. Lamm

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

MARTIN

MANN

(Typed or printed name of person signing)

PRÉSIDENT

(Title of person signing)

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EXHIBIT "A"

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF THE TOWER RESIDENCES CONDOMINIUM ASSOCIATION OF COCONUT GROVE, INC.

1. The Articles of Incorporation of The Tower Residences Condominium Association of Coconut Grove, Inc., a Florida corporation not-for-profit (the "Association"), created pursuant to Chapter 617, Florida Statutes were filed on October 4, 2001, Document No. N01000007076.
2. Pursuant to the provisions of Section 617.1006, Florida Statutes, the Association adopts the following Articles of Amendment to its Articles of Incorporation.
3. New Language is indicated by underscoring type.
Deleted language is indicated by ~~struck through~~ type.
4. Article 11 of the Articles of Incorporation entitled "Indemnification," is hereby amended as follows:
 - 11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was an director, ~~officer~~, employee or agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
 - 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was an director, ~~officer~~, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of

the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

- 11.3 Indemnification of Expenses. To the extent that ~~an director, officer,~~ employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the ~~director, officer,~~ employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
 - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
 - (c) By independent legal counsel:
 - 1. Selected by the Board of Directors prescribed in paragraph 11.4(a) or the committee prescribed in paragraph 11.4(b); or
 - 2. If a quorum of the Directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote on the full Board of Directors (in which Directors who are parties may participate); or
 - (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.
- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.
- 11.6 Advancing Expenses. Expenses incurred by an employee or agent ~~officer or director~~ in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon

receipt of an undertaking by or on behalf of such ~~director or officer~~ employee or agent to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

- 11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its ~~directors, officers,~~ employees, or agents, under any bylaw, agreement, vote of ~~shareholders~~ members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any ~~director, officer,~~ employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (e) A violation of the criminal law, unless the ~~director, officer,~~ employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (f) A transaction from which the ~~director, officer,~~ employee, or agent derived an improper personal benefit; or
- (g) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a ~~director, officer,~~ employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

- 11.9 Application to Court. Notwithstanding the failure of a the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, an ~~director, officer,~~ employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (h) The ~~director, officer,~~ employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the employee or agent ~~director~~ reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
 - (i) The ~~director, officer,~~ employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
 - (j) The ~~director, officer,~~ employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.
- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as an ~~director, officer,~~ employee or agent of the Association that imposes duties on such persons.
- 11.11 Directors, Officers and Committee Members. The Association's indemnification and defense obligations for directors, officers and board elected committee members (each, a "Director/Committee Indemnitee") of the Association shall be governed by the terms and conditions set forth in the Indemnification and Hold Harmless Agreement ("Indemnification Agreement") that is attached hereto and incorporated herein as Exhibit "A". The Association shall execute an individual Indemnification Agreement with each covered Director/Committee Indemnitee. The terms and provisions set forth in the Indemnification Agreement shall be effective and enforceable by each respective Director/Committee Indemnitee, whether

or not such Director/Committee Indemnitee has executed an individual Indemnification Agreement.

11.124 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

EXHIBIT A TO THE AMENDMENT FOR ARTICLE 11 OF THE ARTICLES OF INCORPORATION

THE TOWER RESIDENCES CONDOMINIUM ASSOCIATION OF COCONUT GROVE, INC.
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
WITH BOARD MEMBERS, OFFICERS AND COMMITTEE MEMBERS

This Indemnification and Hold Harmless Agreement (the "Agreement") has been approved by the Association's membership and is hereby incorporated into the Articles of Incorporation for The Tower Residences Condominium Association of Coconut Grove, Inc. (the "Association") for the benefit of each of its Board Members, Officers and/or Board Elected Committee Members (hereinafter referred to in the singular as the "Indemnatee") (the Association and Indemnatee being sometimes hereinafter referred to collectively as the "Parties"). This Agreement is entered into as of the date set forth on the signature page between the Association and the undersigned Indemnatee.

WHEREAS, The Tower Residences Condominium Association of Coconut Grove, Inc. is located at 3400 SW 27th Avenue, Coconut Grove, FL 33133 (the "Condominium");

WHEREAS, Indemnatee is or was a director, officer or elected committee member of the Association's Board of Directors ("Board");

WHEREAS, the Association is aware that competent and experienced persons are increasingly reluctant to serve as directors, officers or committee members of the Association unless they are protected by comprehensive liability insurance or indemnification, due to increased exposure to litigation costs and risks resulting from their service, and due to the fact that the directors are voluntary board members who receive no compensation for their service or time;

WHEREAS, applicable Florida law and statutes regarding board member liability are often difficult to apply, ambiguous, or conflicting, and therefore fail to provide such directors, committee members and officers with adequate, reliable knowledge of legal risks to which they are exposed or information regarding the proper course of action to take;

WHEREAS, the Association recognizes that plaintiffs often sue condominium associations seeking damages that are often beyond the personal resources of officers, Board elected committee members and directors;

WHEREAS, the Association and its unit owners believe it is unfair for its voluntary board of directors to assume the risk of large judgments and other expense in connection with his/her service;

WHEREAS, the Association desires and has requested the Indemnatee to serve or continue to serve as a director, Board elected committee member or officer of the Association free from undue concern for claims for damages arising out of or related to such services to the Association;

WHEREAS, the Indemnatee is willing to serve, or to continue to serve, the Association provided that he or she is furnished the indemnity provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

3. Recitals. The above recitals are true, correct and material and are incorporated herein by reference.
4. Governing Documents. This Agreement has been approved by the unit owners and is being provided to the Indemnatee in accordance with the Association's Articles of Incorporation. This Agreement has been incorporated into the Articles of Incorporation and provides each Indemnatee with the rights contained herein during his/her tenure and for three years thereafter. This Agreement and the rights afforded to the Indemnatee herein may not be amended during his/her tenure and for three years thereafter absent written consent from the Indemnatee to such amendment. This Agreement shall be binding and shall inure to the benefit of the Indemnatee even if unsigned by the Indemnatee.
5. Indemnification. To the greatest extent permitted by law, the Association shall defend, indemnify and hold the Indemnatee harmless from and against any Claim (defined herein), liabilities, losses, injuries, damages, debts, costs, liens, and expenses, including reasonable attorneys' fees, costs and other legal expenses, both pre-suit and at all appellate levels, of any nature, that arise out of, relate to, concerns or is in any way connected with the Indemnatee's role, actions, inactions, responsibilities and/or duties as an officer, Board elected committee member and/or director of the Association (collectively, the "Services"). The term "Claim" shall mean and refer to any lawsuit, demand, claim, arbitration, suit, proceeding, action, cause of action, lien, or liability asserted or brought against the Indemnatee by any unit owner, member, employee, agent, contractor, or representative of the Association, or any guest, tenant, lessee, invitee, heir, beneficiary, permittee or any person or entity acting through, by or on behalf of any unit, unit owner, occupant, resident or visitor. To obtain indemnification under this Agreement, Indemnatee shall deliver to the Association a written request for indemnification, including therewith such information as is reasonably available to Indemnatee and reasonably necessary to determine Indemnatee's entitlement to indemnification hereunder.
6. Determination. The Association shall indemnify the Indemnatee within ten (10) days after receipt of a Claim from the Indemnatee. In the event that indemnification cannot be determined on the face of the Claim, the Association shall indemnify the Indemnatee within ten (10) days after receipt of a written opinion from a Florida licensed attorney retained by the Indemnatee concluding that the Indemnatee is entitled to indemnification under this Agreement.
7. Presumption. A rebuttal presumption shall exist that the Indemnatee is entitled to indemnification and acted in good faith and in a manner the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Indemnatee's conduct was unlawful. Bad faith shall not arise solely out of a conflict of interest that may have existed or exist in connection with the Indemnatee's Services so long as the Indemnatee did not receive an improper personal benefit arising out of the same. Any judgment, order or settlement will not create a presumption that the Indemnatee did not act in good faith unless the Court specifically finds with sound reasoning and specific findings of fact, after all appellate rights have been exercised or lapsed, that the Claim was solely caused by, solely arising from, or solely resulting from the bad faith, gross negligence, willful, wanton or intentional misconduct, or criminal activity of Indemnatee. If after all appellate rights have been exercised or lapsed, a Court determines that the Claim was solely caused by, solely arising from, or solely resulting

from the bad faith, gross negligence, willful, wanton or intentional misconduct, or criminal activity of Indemnatee, the Indemnatee shall be obligated to reimburse the Association for all Liabilities paid for by the Association in furtherance of this Agreement.

8. Payment of Liabilities. As is used herein, the term "Liabilities" shall mean any and all liabilities, damages, losses, expenses and costs of every sort and description including, but not limited to, reasonable attorneys' fees, including pre-trial, at all trial and appellate levels, incurred by or assessed against the Indemnatee in connection with any Claim. Liabilities also include all out of pocket fees, costs and expenses (including attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses) reasonably incurred in connection with (i) prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Claim or (ii) establishing or enforcing a right to indemnification or Liability payment or reimbursement under this Agreement. Attorney fees paid to the Indemnatee's counsel shall not exceed the standard billing rates charged by such counsel for similar legal services. Such rates may be higher than rates payable under Association insurance policies. Subject to the exclusions in this Agreement, the Association shall pay or reimburse the Indemnatee for any Liabilities reasonably incurred by the Indemnatee in connection with any Claim within thirty (30) days after the receipt by the Association of any invoice or statement with reasonable backup supporting the Liability to be paid, advanced or reimbursed. Indemnatee shall have the right to declare the Association in default of this Agreement for any actual and reasonable Liabilities not paid by the Association or reimbursed to the Indemnatee after thirty (30) days receipt of written notice from the Indemnatee. Failure to so pay or reimburse such liabilities in accordance herewith shall result in the immediate termination with prejudice of any Claim brought by or in the name of the Association. The provisions of this paragraph shall expressly survive any termination of Indemnatee's Services.
9. Selection of Counsel. For any Claim asserted against a Indemnatee, the Indemnatee shall have the right to select counsel of its choosing to defend the Indemnatee in any pre-suit matter, litigation or proceeding ("Counsel"). The Association shall advance funds for all retainers, advancements, costs, fees and expenses incurred by Indemnatee in connection with the Claim upon such terms as agreed upon by the Indemnatee and the Counsel, limited to such Counsel's standard billing rates for similar legal services.
10. Exclusions. The Association's defense, indemnification and hold harmless obligations under this Agreement do not include any Claim which is determined by a Court of law in a written opinion stating that the Claim was solely caused by, solely arising from, or solely resulting from the bad faith, gross negligence, willful, wanton or intentional misconduct, or criminal activity of Indemnatee.
11. Settlement of a Claim. For any Claim made against the Indemnatee, the Association shall not settle, release or resolve any Claim without the written consent of the Indemnatee which shall not be unreasonably withheld. If the Indemnatee is provided a full release of the Claim in his/her favor by all claimants and payment of all Liabilities have been reimbursed to the Indemnatee in full, the Association may settle, release or resolve the Claim.
12. Release. The Association hereby fully, completely and forever waives and relinquishes, all manner of, and all rights to otherwise make, raise or otherwise pursue any claims, claims

for damages, demands, actions or causes of action whatsoever, in law or in equity, whether known or unknown, and whether matured or unmatured, (each, an "Action"), which said Association has or hereafter can, shall or may have, against Indemnatee arising out of the Indemnatee's Services except for any such Action which is determined by a Court that the Claim was solely caused by, solely arising from, or solely resulting from the bad faith, gross negligence, willful, wanton or intentional misconduct, or criminal activity of Indemnatee. The provisions of this paragraph shall expressly survive any termination of Indemnatee's Services as a director, Board elected committee member and/or officer of the Association.

13. Insurance Coverage. The Association's defense, indemnification and hold harmless obligations under this Agreement is not limited to any insurance policy obtained by the Association to protect and/or cover the Indemnatee's Services. In the event there is no insurance coverage for any Claim made against the Indemnatee, the Association's obligations under this Agreement shall survive and the Association shall be the primary obligor herein. The Association agrees to purchase insurance for three (3) years following the Indemnatee's resignation with minimum coverages of \$1,000,000 per claim.
14. Change in Law. This Agreement is subject to the laws existing as of the Effective Date herein. Subsequent changes in the law will not reduce or limit the protections afforded to the Indemnatee under this Agreement, but the Indemnatee will be entitled to the benefit of any changes in the law that broaden or increase its rights herein.
15. Cumulative Rights. The duties and rights imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation upon any duties, obligations, rights and remedies otherwise imposed or available by law. The partial or complete invalidity of any of the provisions of this Agreement shall not affect the validity or continuing force and effect of any other provisions.
16. Binding Effect. The Parties acknowledge and agree that all provisions of this Agreement shall be binding on the Association and Indemnatee, and their respective heirs, successors and assigns.
17. Voluntary Execution. Each Party represents to the other Party that he or it has read this Agreement and understands all of its terms and executes such Agreement voluntarily and with full knowledge of its significance, and further acknowledges that he or it has either consulted with legal counsel with regard to the legal consequences of signing this Agreement or is aware of, yet waives, his or its right to consult with legal counsel prior to signing this Agreement to discuss the legal consequence of signing same.
18. Jurisdiction. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.
19. No Waiver. Failure of any Party at any time to require performance of any provision of this Agreement by the other Party shall not limit the right of such first Party to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement be a waiver of any succeeding breach of any such provision or any other provision, or a waiver of the provision itself or any other provision.
20. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any laws of said State or any other

jurisdiction relating to conflicts of laws. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby and shall remain in full force and effect. Neither this Agreement nor any section or paragraph hereof shall be construed against any Party hereto due to the fact that said Agreement, section or paragraph was drafted by said Party or said Party's legal counsel. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement. All pronouns and any variations thereof used throughout this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person(s) may require in each instance.

21. Notice. Any notice required or permitted to be given by any Party under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the other Party at the mailing address stated beneath said other Party's signature hereinbelow or such other address as said other Party may designate by written notice to the first Party in accordance with the provisions hereof.
22. Entire Agreement. This Agreement contains the entire understanding between and among the Parties hereto and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement may be amended, altered or rescinded and new provisions of this Agreement may be adopted only upon the unanimous written consent of both Parties hereto.

The parties have executed this Agreement as of the day and year set forth below.

The Tower Residences Condominium Association of Coconut Grove, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Board Member/Officer/Director/Committee Member

Signature: _____

Print Name: _____

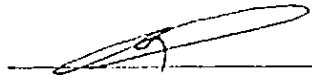
Title: _____

Date: _____


5. Pursuant to Article 13 of the Articles of Incorporation and Section 617.1002, Florida Statutes, this amendment was approved by the affirmative vote of not less than a majority of the members of the Association at a duly called and noticed Special Meeting of the Members held on August 4, 2022, where a quorum of the members was attained. The number of votes cast by the voting members was sufficient for approval of the amendment.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 11 day of AUGUST, 2022.

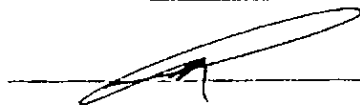
Witnesses:



Print Name: MURAT KIRAL



Print Name: TATIANA TKACHEVA




Print Name: MURAT KIRAL



Print Name: TATIANA TKACHEVA

THE TOWER RESIDENCES CONDOMINIUM
ASSOCIATION OF COCONUT GROVE, INC., a
Florida not for profit corporation

BY: 
Martin Mann, President

BY: 
Linda Glass, Vice President