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**SECOND AMENDMENT TO
ARTICLES OF INCORPORATION
OF
CENTRE - W.G., INC.**

CENTRE - W.G., INC., a Florida corporation (the "Corporation") filed its Articles of Incorporation as of July 27, 2000 (the "Original Articles"). The Corporation filed that certain Amendment to Articles of Incorporation of the Corporation on or around December 1, 2003 (the "First Amendment"). The Original Articles, as amended by the First Amendment, is defined as the "Articles" herein

PURSUANT to the provisions of the Florida Statutes, CENTRE - W.G., INC., a Florida corporation (the "Corporation"), hereby files this Second Amendment to its Articles of Incorporation, thereby making the following changes:

1. **First Amendment Superseded.** The First Amendment is hereby superseded by this Second Amendment to Articles of Incorporation of the Company (the "Second Amendment"), and the First Amendment is hereby deleted in its entirety as of the Effective Date.
2. **Second Amendment.** Article II of the Articles is hereby deleted in its entirety, and the attached **Exhibit A** is substituted therefor and made a part hereof.
3. **No Other Amendments.** Except as otherwise expressly amended by this Second Amendment, the Articles shall remain in full force and effect. Notwithstanding the foregoing, the definitions and terms of the Articles are hereby amended, as necessary, to be consistent with the definition and terms of this Second Amendment.

This Second Amendment to Articles of Incorporation of CENTRE - W.G., INC. was executed and delivered by the sole shareholder of CENTRE - W.G., INC. as of Nov. 22, 2013 in accordance with Article X of the Bylaws of the Corporation and Section 607.1003 of the Florida Statutes.

CENTRE - W.G., INC.

By: 
RICHARD D. GERTZ

Attest: 
RICHARD D. GERTZ, JR.

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**EXHIBIT "A" TO
SECOND AMENDMENT TO
ARTICLES OF INCORPORATION
OF
CENTRE - W.G., INC.**

Notwithstanding anything to the contrary contained in these Articles of Incorporation or in the By-Laws of the corporation (the "SPE Component Entity"), unless and until the loan (the "Loan") from Wells Fargo Bank, National Association (together with its transferees, successors and assigns, the "Lender") to the Company, as evidenced by certain loan documents (the "Loan Documents"), has been paid in full in accordance with the terms and provisions of the Security Instrument (as defined in the Loan Documents) and the other Loan Documents or otherwise satisfied in accordance with its terms, the SPE Component Entity covenants and agrees that the following provisions shall apply:

ARTICLE II

A. PURPOSE

The nature of the business and of the purposes to be conducted and promoted by the SPE Component Entity is to engage solely in the following activities:

- (i) to cause The Centre at Wellington Green, LLLP (the "Company") to finance/refinance certain parcels of real property, together with all improvements located thereon, in the City of Wellington, State of Florida (the "Property");
- (ii) to own no less than a .5% ownership interest in Company and act as the sole general partner of Company;
- (iii) to cause Company to receive the Loan from Lender, to enter into a Loan Agreement and other Loan Documents with Lender and to refinance the subject property in connection with a permitted repayment of the Loan; and
- (iv) to exercise all powers enumerated in the applicable law of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

B. SEPARATENESS COVENANTS

SPE Component Entity will not:

- (i) engage in any business or activity other than the ownership of its interest in Company, acting as the sole general partner of Company, and activities incidental thereto;

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(ii) acquire or own any assets other than its ownership interest in Company;

(iii) merge into or consolidate with any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing (each a "Person"), or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) fail to observe all material organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable law of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply in all material respects with the provisions of its organizational documents;

(v) own any subsidiary, or make any investment in, any Person;

(vi) commingle its assets with the assets of any other Person;

(vii) incur any indebtedness;

(viii) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party, (b) list its assets as assets on the financial statement of any other Person; provided, however, that SPE Component Entity's assets may be included in a consolidated financial statement of its affiliates provided that (1) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of SPE Component Entity and such affiliates and to indicate that SPE Component Entity's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person and (2) such assets shall be listed on SPE Component Entity's own separate balance sheet or (c) fail to maintain its books, records, resolutions and agreements as official records;

(ix) enter into any contract or agreement with any shareholder or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties other than that certain Standard Form of Agreement between Owner and Contractor between SPE Component Entity and Complete Commercial Maintenance, Inc., an affiliate of SPE Component Entity;

(x) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xi) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for

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the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xii) make any loans or advances to any Person;

(xiii) fail to file its own tax returns (unless prohibited by applicable law from doing so);

(xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xv) fail to maintain adequate capital of the normal obligations reasonably foreseeable, from time to time, in a business of its size and character and in light of its contemplated business operations as operator of the Property and Landlord, in each case only to the extent there exists sufficient cash flow from the operations of the Property to do so after the payment of all operating expenses and scheduled principal and/or interest payments under the Loan and other periodic obligations or payments due under the Loan Documents; provided that the foregoing shall not require any member, partner, or other equity owner to make additional capital contributions to SPE Component Entity;

(xvi) without the unanimous written consent of all of its shareholders, (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any creditors rights laws, (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, or (d) make an assignment for the benefit of creditors;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(xviii) fail to remain solvent, to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its business operations (in each case to the extent there exists sufficient cash flow from the Property to do so); or

(xix) acquire obligations or securities of its shareholders or affiliates, as applicable.

C. SUBORDINATION OF INDEMNIFICATION

Any indemnification of the SPE Component Entity's directors and officers is hereby fully subordinated to any obligations respecting the Company or the Property (including, without limitation, the Loan and any mortgage or deed of trust securing such Loan (the "Mortgage")) and no claims for such indemnification shall be pursued against the SPE Component Entity or the

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Company to the extent that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.

D. CERTAIN PROHIBITED ACTIVITIES

No amendment of this Article II may be made without first obtaining approval of the mortgagee holding the Mortgage on any portion of the Property, or, after the securitization of the Loan, without the SPE Component Entity's receipt of (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the Mortgage.