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*Amend*

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

07 NOV 21 AM 11:56

FILED

T. Roberts NOV 28 2007

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** YAMATO CROSSING, INC.

**DOCUMENT NUMBER:** P01000016911

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

Please return all correspondence concerning this matter to the following:

Stacie K. Daley, Esq.

(Name of Contact Person)

Buckingham, Doolittle & Burroughs, LLP

(Firm/ Company)

5355 Town Center Road, Suite 900

(Address)

Boca Raton, FL 33486

(City/ State and Zip Code)

For further information concerning this matter, please call:

Stacie Daley

(Name of Contact Person)

at ( 561 ) 241-0414

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$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  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

YAMATO CROSSING, INC.

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

FILED  
07 NOV 21 AM 11:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

P01000016911

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if changing):**

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")  
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (**BE SPECIFIC**)

**ARTICLE III- PURPOSE shall be amended to read as set forth on the attached document**

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(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

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(continued)

The date of each amendment(s) adoption: NOVEMBER 20, 2007

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

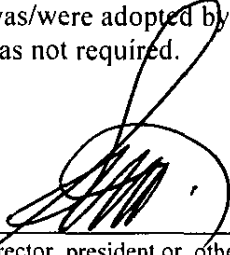
Adoption of Amendment(s) **(CHECK ONE)**

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_."  
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature

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

GREGORY TALBOT

(Typed or printed name of person signing)

SOLE SHAREHOLDER/SOLE DIRECTOR

(Title of person signing)

**FILING FEE: \$35**

ARTICLE III- PURPOSE shall be amended to read as follows:

(a) The purpose of the Corporation is and shall be solely to (i) own and hold a general partnership interest in the Partnership, whose own purpose is limited to acquiring, owning, managing, leasing, financing and operating the real property as more fully described on the Plat of Yamato Crossing, recorded in Plat Book 89, Page 197 of the Public Records of Palm Beach County Florida (the "Mortgaged Property") and incidental personal property necessary for the ownership, management, leasing, financing and operation of the Mortgaged Property, (ii) act as general partner of the Partnership, and (iii) exercise other powers enumerated in the Florida Business Corporation Act (the "Act") necessary or convenient to the conduct, promotion or attainment of the business purpose set forth herein.

(b) Without the unanimous affirmative consent of all of the directors, has not and will not (i) file a bankruptcy, insolvency or reorganization petition on behalf of the Corporation or the Partnership or otherwise institute insolvency proceedings on behalf of the Corporation or the Partnership or otherwise seek any relief on behalf of the Corporation or the Partnership or any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Partnership or all or any portion of the Corporation's or the Partnership's properties; (iii) make any assignment for the benefit of the Corporation's or the Partnership's creditors; or (iv) take any action that might cause the Corporation or the Partnership to become insolvent.

(c) The Corporation does not and will not take any action requiring the unanimous affirmative consent of one hundred percent (100%) of the directors unless there is such an Independent Director then serving in such capacity and such Independent Director has participated in such vote and/or provided such consent.

(d) To the fullest extent permitted by law, the Corporation and its directors and shareholders shall consider the interests of the creditors of the Corporation and the Partnership in connection with all corporate actions.

(e) Without the prior written consent of Lender, the Corporation will not, amend, modify or otherwise change this Article III (except as required by law).

(f) The Corporation (i) does not and will not engage in any business unrelated to the ownership of its general partnership interest in the Partnership and management of the Partnership, (ii) does not and will not own any asset or property other than its general partnership interest in the Partnership and personal property incidental thereto, (iii) to the fullest extent permitted by law, does not and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, in whole or in part, and (iv) except as otherwise expressly permitted by these Articles, does not and will not engage in, seek or consent to any asset sale, transfer of its general partnership interest in the Partnership or amendment of these Articles.

(g) In order to preserve, maintain and protect its separate identity, the Corporation:

(i) does not and will not fail to correct any known misunderstanding regarding its separate identity;

(ii) does and will identify itself under its own name and does and will hold itself out to the public as a legal entity separate and distinct from any other Person;

(iii) maintains and will maintain its books, records, financial statements, accounting records, bank accounts and other entity documents in its own name and separate from those of any other Person;

(iv) maintains and will maintain its books, records, resolutions and agreements as official records;

(v) conducts and will conduct its business in its own name;

(vi) does not and will not commingle its funds or other assets with those of any other Person;

(vii) holds and will hold its assets in its own name, and maintains 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;

(viii) is and intends to remain solvent and pays and will pay its own debts and liabilities out of its own funds and assets (to the extent of such funds and assets) as the same shall become due;

(ix) files and will file its own tax returns (to the extent required to file any tax returns) and does not and will not file a consolidated federal income tax return with any other Person;

(x) does not and will not assume, guarantee, become obligated for or hold out its credit as being available to satisfy the debts or obligations of any other Person, and does not and will not assume or become obligated for the decisions or actions respecting the daily business or affairs of any other Person;

(xi) does or causes to be done, and will do or will cause to be done, all things necessary to observe all limited liability Corporation formalities and preserve its existence and good standing;

(xii) maintains and will maintain an arms-length relationship with its Affiliates;

(xiii) except as permitted under the Mortgage and all other documents, agreements, instruments and certificates, evidencing, securing or delivered to the Lender in connection with the Mortgage (collectively the "Loan Documents"), does not and will not enter into any contract or agreement with its shareholders, directors or Affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length

transaction with an unrelated third party and (ii) after first providing advance written disclosure thereof to Lender;

(xiv) does not and will not acquire obligations or securities of its shareholders or any other Person;

(xv) allocates and will allocate fairly and reasonably any shared expenses, including, without limitation, shared office space, and maintains and utilizes and will maintain and utilize separate stationery, invoices and checks bearing its own name;

(xvi) except as permitted under the Loan Documents, does not and will not pledge its assets for the benefit of, or otherwise become liable on or in connection with, any obligation of any other Person or entity;

(xvii) does not make and will not make loans or advances to any Person;

(xviii) does not and will not identify itself or any of its affiliates as a division or part of the other, except for services rendered under a business management services agreement with an affiliate that complies with the terms set forth in clause (xiii) above, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(xix) has and will have no indebtedness other than as permitted under the Loan Documents as those documents are defined in the loan agreement between the Lender and the Partnership;

(xx) pays and will pay the salaries of its own employees from its own funds (to the extent of such funds), and maintains and intends to maintain a sufficient number of employees in light of its contemplated business operations;

(xxi) maintains and intends 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;

(xxii) does not and will not permit any Affiliate to have independent access to its bank accounts; and

(xxiii) causes and will cause its agents and other representatives to act at all times with respect to the Corporation and the Partnership consistently and in furtherance of the foregoing and in the best interests of the Corporation and the Partnership; and

(h) All directors and shareholders of the Corporation shall cause the Corporation to do all things necessary to preserve and keep in full force and effect the Corporation's existence and separateness, including but not limited to compliance with each of the provisions of this Article III.

(i) Any indemnification by the Corporation is and shall be fully subordinated to the Debt and, to the fullest extent permitted by law, will not constitute a claim against the

Corporation in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such indemnity obligation.

(j) The Corporation shall not and shall have no right, power or authorization to (and none of the Corporation's directors or shareholders shall have any right, power or authorization to, nor shall any of the Corporation's directors or shareholders permit the Corporation to):

(i) consolidate or merge the Corporation with or into any Person, or convey, transfer or lease the properties and assets of the Corporation substantially as an entirety to any Person, or permit any Person to consolidate or merge into the Corporation or convey, transfer or lease its properties and assets substantially as an entirety to the Corporation;

(ii) to the fullest extent permitted by the Act, dissolve, liquidate or wind-up the Corporation;

(iii) distribute any asset of the Corporation other than in the course of the liquidation of the Corporation;

(iv) incur, create or assume any indebtedness other than as expressly permitted under the Loan Documents; and

(v) engage, directly or indirectly, in any business other than as provided in *this Article III* of these Articles.