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Division of Corporations

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ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
METROWEST CENTER, INC.  
(Document Number P01000085049)

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

**AMENDMENTS ADOPTED:**

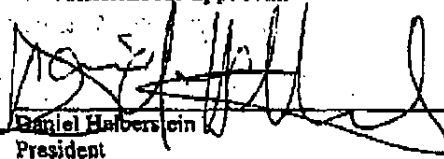
Article Sixth is hereby amended and restated to read in its entirety as set forth on Exhibit A attached hereto.

New Articles Tenth, Eleventh and Twelfth are hereby added to read in their entirety as set forth on Exhibit A attached hereto.

The date of the amendments adoption was: May 29, 2007

The amendments were approved by the shareholders. The number of votes cast for the amendments by the shareholders were sufficient for approval.

Signature:

  
Daniel Halberslein  
President

**EXHIBIT A TO  
ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
METROWEST CENTER, INC.**

**ARTICLE SIXTH: PURPOSE**

The business and purpose of Metrowest Center, Inc., a Florida corporation (the "Corporation") shall consist solely of the following:

- (i) To (A) acquire a general partnership interest in and act as the general partner of RPC West Johns Crossing, LLLP (the "Partnership") and (B) act as the general partner of Metrowest Center, Ltd., a Florida limited partnership, the sole limited partner of the Partnership. Pursuant to its Amended and Restated Agreement of Limited Partnership ("Partnership Agreement"), the Partnership is the sole member and manager of Daytona Marketplace, LLC (the "LLC") which is engaged solely in the ownership, operation and management of the real estate project known as Daytona Marketplace Shopping Center located in Volusia County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation, the Partnership Agreement and the LLC's Amended and Restated Operating Agreement ("Operating Agreement"); and
- (ii) to engage in such other lawful activities permitted to corporations by the General Corporation Laws of the State of Florida as are incidental to the foregoing.

**ARTICLE TENTH: LIMITATIONS**

Notwithstanding any other provision of these Articles and any provision of law that otherwise empowers the Corporation and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following directly or in its capacity as general partner of the Partnership (as applicable):

- (i) engage in any business or activity other than those set forth in Article One or cause or allow the Partnership to engage in any business activity other than as set forth in its Partnership Agreement;
- (ii) incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligation);
- (iii) cause the LLC or Partnership to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and

operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

- (iv) seek the dissolution or winding up, in whole or in part, of the LLC or the Partnership;
- (v) cause the LLC or the Partnership 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;
- (vi) file a voluntary petition or otherwise initiate proceedings to have the LLC, the Partnership or the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the LLC, the Partnership or the Corporation, or file a petition seeking or consenting to reorganization or relief of the LLC, the Partnership or the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the LLC, the Partnership or the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the LLC, the Partnership or the Corporation or of all or any substantial part of the properties and assets of the LLC, the Partnership or the Corporation, or make any general assignment for the benefit of creditors of the LLC, the Partnership or the Corporation, or admit in writing the inability of the LLC, the Partnership or the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the LLC, the Partnership or the Corporation debt or take any action in furtherance of any such action; or
- (vii) amend Articles One, Two, Three or Four of these Articles of Incorporation or approve an amendment to Section 2.4, Section 2.5 or Articles One, Two, Three or Four of the Partnership Agreement or an amendment to Article III or Sections 2.4, 7.9(b), 7.10 or 10.2(b) of the Operating Agreement; or
- (viii) withdraw as a general partner of the Partnership.

In addition to the foregoing, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Corporation shall not, directly or as general partner of the Partnership (as applicable), without the written consent of the holder the Security Instrument, take any action set forth in items (i) through (v) and items (vii) and (viii).

#### **ARTICLE ELEVENTH: SEPARATENESS/OPERATIONS MATTERS**

The Corporation has not and shall not directly or as general partner of the Partnership (as applicable):

(a) acquire or own any material asset other than (i) its general partnership interest in the Partnership, and (ii) such incidental personal property as may be necessary for the ownership of such general partnership interest;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation, or its By-Laws;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Corporation permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the LLC, the Partnership or the Corporation, the affiliates of a partner or member of the LLC, the Partnership or the Corporation and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the LLC;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the LLC, the Partnership or the Corporation or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except for the Partnership Agreement, the Amended and Restated Operating Agreement of the LLC and other agreements containing terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the LLC, the Partnership or the Corporation, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the LLC, the Partnership or the Corporation;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the LLC (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the LLC, the Partnership or the Corporation, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the LLC, the Partnership or the Corporation is responsible for the debts of any third party (including any partner, member, principal or affiliate of the LLC, the Partnership or the Corporation or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the LLC and the Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) fail 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;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the LLC, the Partnership or the Corporation, (ii) any affiliate of a partner, member or affiliate of the LLC, the Partnership or the Corporation, or (iii) any other person or entity or allow any person or entity to identify the Corporation as a department or division of that person or entity; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other person or entity.

#### **ARTICLE TWELFTH: SUBORDINATION OF INDEMNIFICATION PROVISIONS**

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Corporation arising under these Articles, the By-Laws or the laws of the state of organization of the Corporation shall be fully subordinate to any obligations of the Corporation arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Corporation to the extent of, and shall be paid by the Corporation in monthly installments only from, the Corporation's pro rata share in distributions by the LLC of the excess of net operating income of the LLC for any month over all amounts then due under the Security Instrument and the other Loan Documents.