

P0200006249/

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NORMAN JAFFE ENTERPRISES, INC.

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Amendment
08-23-07

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
NORMAN JAFFE ENTERPRISES, INC.**

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TALLAHASSEE, FLORIDA

By unanimous vote of the Shareholders and Directors of NORMAN JAFFE ENTERPRISES, INC., a Florida corporation, originally incorporated effective June 2002 under document number P02000062491, said Corporation does hereby, pursuant to the Florida Statutes, amend the existing Articles of Incorporation, in the following respects:

ARTICLE III - NATURE OF BUSINESS

The sole purpose of the Corporation is to engage in the ownership, holding, operation, and management of the real property located at 4390 Grove Park Drive, Tallahassee, Florida, as permitted under the laws of the United States and the State of Florida.

ARTICLE IX - GOVERNING PROVISIONS

In the event of any conflicts between the terms and conditions of the Articles of Incorporation, as amended, and the Corporation's Bylaws or similar organizational documents, the terms and conditions of the Articles of Incorporation, as amended, shall govern, but only to the extent of any such conflicts.

ARTICLE VII - SPECIAL PURPOSE ENTITY PROVISIONS

The Corporation has entered into and received certain financing in the original principal amount of \$1,836,314.00 (the "Loan") from CWCapital LLC, a Massachusetts limited liability company (together with its successors and assigns, the "Lender"), which Loan is secured by a first mortgage lien on certain real and other property located at 4390 Grove Park Drive, Tallahassee, Florida (the "Property"). Notwithstanding anything contained herein to the contrary and for so long as the Loan is outstanding:

(a) The Corporation does not own and shall not own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property.

(b) The Corporation shall not engage in any business other than the ownership, management and operation of the Property and the Corporation will conduct and operate its business as presently conducted and operated.

(c) The Corporation shall not enter into any contract or agreement with any

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affiliate of the Corporation, any constituent party of the Corporation, any guarantor (a "Guarantor") of the Loan or any part thereof or any affiliate of any constituent party or Guarantor, except upon 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 such party.

(d) The Corporation has not incurred and shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, (ii) unsecured trade and operational debt incurred in the ordinary course of business and (iii) debt incurred in the financing of equipment and other personal property used on the Premises, but, in no event, to exceed \$50,000.00. No indebtedness other than the Loan may be secured (subordinate or *pari passu*) by the Property.

(e) The Corporation has not made and will not make any loans or advances to any third party (including any affiliate or constituent party, any Guarantor or any affiliate of any constituent party or Guarantor), and shall not acquire obligations or securities of its affiliates.

(f) The Corporation is solvent and reasonably expects to be able to pay its debts from its assets as the same shall become due.

(g) The Corporation has done or caused to be done and shall do all things necessary to observe organizational formalities and preserve its existence, and will not, nor will any partner, member, shareholder, trustee, beneficiary, or principal amend, modify or otherwise change any provision of such party's organizational documents which pertains to the subject matter of this Article 7.

(h) The Corporation shall continuously maintain its existence and right to do business in the state where the Property is located.

(i) The Corporation will conduct and operate its business as presently conducted and operated.

(j) The Corporation shall maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and the Corporation shall file its own tax returns unless required otherwise by applicable law. The Corporation shall maintain its books, records, resolutions and agreements as official records.

(k) The Corporation shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Corporation, any constituent party of the Corporation, any Guarantor or any affiliate of any constituent party or Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

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(l) Neither the Corporation nor any constituent party shall seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Corporation.

(m) The Corporation has and reasonably expects 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.

(n) The Corporation shall not commingle the funds and other assets of the Corporation with those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party of Guarantor, or any other person.

(o) The Corporation has and shall 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 affiliate or constituent party, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.

(p) The Corporation does not and shall not guarantee, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity or the decisions or actions respecting the daily business or affairs of any other person or entity.

(q) The Corporation shall not permit any affiliate or constituent party independent access to its bank accounts.

(r) The Corporation shall pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.

(s) The Corporation shall not, nor shall any partner, member, shareholder, trustee, beneficiary or principal violate Section 10 of the Mortgage.

This Amendment was voted on and approved by unanimous consent of the shareholders and directors of the Corporation.

The foregoing Amendment was adopted by the Shareholders and Directors of this Corporation by a Consent Action, unanimously, adopted and containing sufficient votes to approve the foregoing Amendment, on the 23 day of August, 2007.

[SIGNATURE PAGE FOLLOWS]

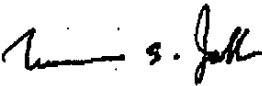
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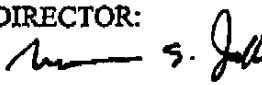
Dated at Aventura, Florida, this 23 day of August, 2007.

SOLE SHAREHOLDER:

Norman S. Jaffe Revocable Living
Trust u/a/d June 6, 1990

By: 
Norman S. Jaffe, Trustee

DIRECTOR:


Norman S. Jaffe

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