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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

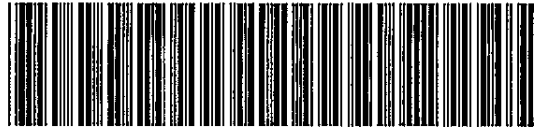
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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RECEIVED
03 MAY 27 AM 9:59
DEPT. OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
03 MAY 27 PM 12:29
TALLAHASSEE, FLORIDA

APR
5/28/03

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Caribbean Properties Inc.

Signature _____

Requested by: _____

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
✓ ____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
✓ ____ Cert. Copy x 1 _____
✓ ____ Photo Copy x 1 _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____

**ARTICLES OF AMENDMENT
OF
FLORIBBEAN PROPERTIES, INC.**

FILED
03 MAY 27 PM 12:29
TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes Section 607.1006, the Articles of Incorporation of the above-named corporation are hereby amended as follows:

1. Article II is hereby deleted and the following is inserted in its place and stead to read as follows:

Until such time as the obligations under Promissory Note (With Defeasance but No Hyper Amortization) (as amended, modified or supplemented from time to time (the "Note")) made by Halliday Family's Harbor Beach Apartments, LLC in favor of Finola Realty Capital of Greater Florida, Inc., evidencing a loan in the original principal amount of \$1,000,000.00 (the "Loan") or any of the documents evidencing, securing or governing the Loan, including without limitation the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (as amended, modified or supplemented from time to time, the "Mortgage", collectively with the Note, the "Loan Documents"), which Loan Documents were subsequently assigned to State Street Bank and Trust Company, as Trustee for the registered holders of J.P. Morgan Commercial Mortgage Finance Corp. Mortgage Pass-Through Certificates, Series 2000-C10 (the "Lender") and were assumed by the Corporation pursuant to a Consent and Assumption Agreement with Limited Release, shall be paid in full, the Corporation shall not, without Lender's prior written consent:

(a) engage in any business or activity other than the ownership, operation and maintenance of the Property located at 3019 Harbor Drive, Ft. Lauderdale, Florida (the "Property"), and activities incidental thereto;

(b) acquire or own any assets (including any ownership interests in any other

entity) other than (I) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;

(c) 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, without in each case Lender's consent;

(d) fail to reserve 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, and qualification to do business in the state where the Property is located, if applicable, or without the prior written consent of Lender, amend, modify or terminate the Corporation's organizational documents;

(e) commingle its assets with the assets of any its members, general partners, affiliates, principals or of any other person or entity;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of the Corporation, the affiliates of a member, partner or principal of Corporation, and any other person or entity;

(g) hold itself out to be responsible for the debts of another person;

(h) make any loans or advances to any third party, including any member, general partner, principal or affiliate of Corporation, or any member, general partner, principal or affiliate thereof;

(i) fail to file its own tax returns;

(j) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the obligations evidenced by the Note, except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt is not evidenced by a note and is paid when due; or

(k) 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.

2. Article IX is hereby amended to include the following language at the end as follows:

Notwithstanding anything to the contrary contained herein, until such time as the Loan is repaid in full, these Articles of Incorporation shall not be modified or amended without the prior written consent of the Lender.

3. The foregoing amendment was adopted on May 23, 2003.

4. The amendment was adopted by the sole Director and Shareholder of the corporation by resolution, a copy of which is attached hereto.

IN WITNESS WHEREOF, the undersigned, has executed these Articles of Amendment this 23rd day of May, 2003.

FLORIBBEAN PROPERTIES, INC.

By: 

Richard C. Malone, President

STATE OF
COUNTY OF

ON THIS DAY, personally appeared before me, **RICHARD C. MALONE, President of FLORIBBEAN PROPERTIES, INC.**, a Florida corporation, to me well known and known to me to be the person described in the foregoing instrument or who have produced _____ as identification and who did take an oath and acknowledged to and before me that the same was executed freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2003.


NOTARY PUBLIC

Print Name:

SUSAN ELSHEIKH

My Commission Expires:

SUSAN EL SHEIKH
Notary Public, State of Florida
My comm. exp. Dec. 13, 2004
Comm. No. CC 983729

CORPORATE RESOLUTION

THE UNDERSIGNED, **RICHARD C. MALONE**, being a duly authorized officer and director of **FLORIBBEAN PROPERTIES, INC.**, a Florida corporation, hereby agrees to the following resolutions as if the same were adopted at a meeting duly called and held for such purpose:

RESOLVED, that Richard C. Malone, the President of Floribbean Properties, Inc., a Florida corporation, has the authority to execute an Amendment to the Articles of Incorporation, which Amendment, dated May 23, 2003, has been filed with the Florida Department of State, a copy of which is attached hereto, and which Amendment to the Articles of Incorporation is hereby ratified and approved; and it is further

RESOLVED, that Richard C. Malone, the President of Floribbean Properties, Inc., a Florida corporation, has the authority to amend the Bylaws of the corporation, which Bylaws, as amended, a copy of which are attached hereto, are hereby ratified and approved; and it is further

RESOLVED, that Richard C. Malone, the President of Floribbean Properties, Inc., a Florida corporation, had the authority to enter into a Contract for Sale and Purchase, February 25, 2003, by and between Halliday Family's Harbor Beach Apartments, L.L.C., as Seller, and Floribbean Properties, Inc., a Florida corporation, as Purchaser, for the purchase of real property located at 3019 Harbor Drive, Ft. Lauderdale, Florida, which contract is hereby ratified and confirmed; and it is further

RESOLVED, that **RICHARD C. MALONE**, the President of Floribbean Properties, Inc., a Florida corporation, has the authority to execute and deliver the Consent and Assumption Agreement with Limited Release and all other documents pertaining to the assumption of that certain Mortgage, Assignment of Rents and Leases, Security Agreement and

Fixture Filing, dated as of September 30, 1999, originally executed by Halliday Family's Harbor Beach Apartments, L.L.C., a Florida limited liability company to Finova Realty Capital of Greater Florida, Inc., a Delaware corporation, to secure \$1,000,000.00, filed for record October 12, 1999, in the Public Records of Broward County, Florida in O. R. Book 29928, Page 0667, as assigned to Morgan Guaranty Trust Company of New York by an Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed for record September 5, 2001, in the Recording Office in Official Records Book 32071, Page 0701, as further assigned to State Street Bank and Trust Company, as Trustee for the registered holders of J. P. Morgan Commercial Mortgage Finance Corp. Mortgage Pass-Through Certificates, Series 2000-C-10.

IN WITNESS WHEREOF, the undersigned hereunto set his hand and seal of the Corporation on this 23rd day of May, 2003.



RICHARD C. MALONE, President